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DU PONT®

DuPont Plain Talk

Helping you shape your tomorrows

1999 BeneFlex Change Period—Important Dates

Late October, 1998
Your BeneFlex Change packet, containing your personalized BeneFlex statement, is mailed to your home with complete, step-by-step instructions on what to do and how to use the automated telephone enrollment system. Additional information is available in this issue of *Plain Talk,* the BeneFlex Summary Plan Description (SPD) and the 1999 Enrollment Guide (available only on request through your site or business HR contact).

November 9–20, 1998
Open Change Period. Call **1-800-775-5955** if you want to make changes for 1999.

Otherwise, do nothing and keep the same benefit elections you have at the end of 1998.

If you make a change, a confirmation statement will be sent to your home.

Please note: Confirmation statements will not be sent through e-mail this year. Confirmation statements will be sent only if you make a change. If you elect to do nothing, your personalized BeneFlex statement, sent with your change packet in late October, will be the confirmation of your 1999 elections.

January 1, 1999
BeneFlex elections take effect.

Inside *Plain Talk*

2 Medical Plan Cost Sharing

3 SIP News

5 Spending Accounts

Fixed Income Fund Flash! Investment Guideline Changes and Name Change

The Fixed Income Fund (FIF) has evolved from a fund that primarily invested in traditional Guaranteed Investment Contracts (GICs) to one with significant exposure to "synthetic" GICs (SYNs). Unlike traditional GICs, which are essentially insurance company IOUs, SYNs are comprised of the following: a separately managed portfolio of fixed-income securities that are owned by the Savings & Investment Plan; and an independent party that provides "book value" (principal plus earned interest) withdrawals.

Pension Fund Investment (PFI), the Fund's manager, established investment guidelines that govern the investment activities of the SYN portfolio managers. In general, these guidelines establish performance benchmarks, minimum credit quality and permissible investments for each portfolio. While the Fund has performed well under these guidelines, additional investment tools can be employed to meet the objective of enhancing the risk/return profile of the SYN portfolios.

PFI performed a thorough analysis to evaluate those tools that can be utilized to achieve this objective. As a result of the analysis, effective January 1, 1999, the guidelines of the FIF have been expanded to include the following:

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EXHIBIT 12

Medical Plan Cost Sharing—BeneFlex Update

There is an increase in monthly medical premiums for 1999. The new premiums are shown in the following chart. Note that Employee Assistance Program (EAP) mental health/chemical dependency coverage is not shown on these charts, but coverage remains the same as in 1998 (refer to your *1998 User's Guide*). Also note that deductibles for Options A and B have been reduced, while Office Visit copayments and stop loss amounts are unchanged.

Coverage \ Options	All Network (Option L)	Point-of-Service (Option P)		High (Option A)	Standard (Option B)	Low (Option C)	No Coverage (Option N)
		In-Network	Out-of-Network				
Your copayment/ annual deductible	$9/office visit $120/hospital admission	$17/office visit, does not apply to stop loss	$330/indiv $660/family deductible	$150/indiv $300/family deductible	$250/indiv $500/family deductible	$1,000/indiv $2,000/family deductible	$0.00
For most covered expenses, Plan pays	100%	90%	70% R&C*	90% R&C*	80% R&C*	60% R&C*	0%
For preventive tests and immunizations, Plan pays	100%	100%	100% R&C*	100% R&C*	100% R&C*	100% R&C*	0%
Stop loss—Plan pays 100% after you've paid	$625/indiv $1,250/family (EAP Services only)	$1,250/indiv $2,500/family	$3,000/indiv $6,000/family	$625/indiv $1,250/family	$1,250/indiv $2,500/family	$4,000/indiv $8,000/family	$0.00
Monthly premium cost to you 1 you only 2 you + 1 3 you and family	 $41.00 $82.00 $123.00	 $19.00 $38.00 $57.00		 $53.00** $106.00** $159.00**	 $19.00** $38.00** $57.00**	 ($30.00) ($30.00) ($30.00)	 $0.00 $0.00 $0.00

**R&C = Reasonable and Customary*
***Available in non-managed care areas only*

The prescription drug program has been modified to adjust copayments and extend retail copayments to Option A and B participants. The new copayment structure is shown below. Prescription drug copayments do not apply to deductible/stop loss.

Options	Options L and A		Options P and B		Option C	
	In-Network Pharmacy	Out-of-Network Pharmacy	In-Network Pharmacy	Out-of-Network Pharmacy	In-Network Pharmacy	Out-of-Network Pharmacy
Retail Brand Generic	 $9/30 days $3/30 days	Reimbursement is negotiated price less copayment.	 $16/30 days $5/30 days	Reimbursement is negotiated price less copayment.	Direct pay and submit to Aetna for reimbursement, subject to deductible and coinsurance.	Direct pay and submit to Aetna for reimbursement, subject to deductible and coinsurance.
Mail service Brand Generic	 $12/90 days $6/90 days	 N/A N/A	 $20/90 days $10/90 days	 N/A N/A	No mail program	 N/A N/A

Medical Plan Cost Sharing

Last year we projected health care costs to increase at a rate of 4% per year for 1997 and 1998. Now that we have more complete data, we know that the increase for 1997 was about 6%. The higher number can be attributed to an unusually high increase in prescription drug costs. This increase was about 25%, most of which was caused by greater utilization, not by increased prices. We see this as a one-year spurt and project that overall health care costs will inflate at a 4% annual rate in 1998 and 1999.

New Coverage Added

We will be improving coverage for contraceptives in 1999. Specifically, we will add coverage for oral and injectable contraceptives through the prescription drug program. Coverage of contraceptives has been one of the most requested benefits improvements for a long time. We have concluded that this is the right thing to do now. We have covered surgical sterilization in MEDCAP since its inception. And it is our intent to cover other types of contraception (e.g., Norplant® implants, IUDs, diaphragms) delivered by the physician in the office setting.

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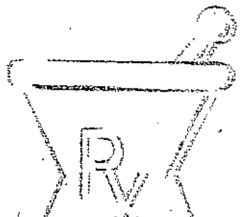

Prescription Drug Program Redesign

Because our cost increases are being driven by increases in prescription drug usage, we have decided to adjust the copayments to encourage people to use generics and mail service. When participants obtain prescription drugs by using generics and mail service, both DuPont and the participants save money. You will see that, while retail brand copays have increased, all other drug copayments have been reduced.

Employees participating in Options A and B will now use the same copayment system that has applied to Options L and P in the past.

Employees electing Option C will now need to file their drug claims directly with Aetna, whether or not they use a participating pharmacy.

Premium Increase

In addition to the changes in the prescription drug plan, we still will require a premium increase to meet our cost-sharing objective. You will see that it is not as large as last year's, although the 1997 health care cost increase was larger than expected. In addition to the changes in the prescription plan, we have saved some money through administrative changes, all of which have lessened the extent of the premium increase.

The result of all of this is a highly competitive health care program with a premium structure considerably less than national monthly averages ($43 for single coverage and $142 for family coverage as reported by Foster Higgins, a national human resources consulting firm).

Elimination of One-Year Wait for SIP Eligibility

Currently, individuals must be employed for one year before becoming eligible to enroll in the Savings & Investment Plan (SIP).

Effective January 1, 1999, individuals will become eligible to participate on the first of the month following the month of hire. Payroll deductions for SIP will begin in the second month following hire to allow time for an employee's data to be entered into our systems and passed on to Merrill Lynch.

Employees with less than one year of service as of January 1, 1999, will become eligible for SIP on that date. If they complete the enrollment process in a timely fashion, their SIP deductions will begin in February 1999.

Concurrent with this Plan change, we will eliminate paper enrollment and initiate enrollment by telephone.

These changes will help employees start investing to meet their retirement needs sooner and are in line with practices of other companies.

Call Merrill Lynch at **1-800-231-1235** for more information.

Noncontributory Group Life Insurance/Contributory Group Life Insurance/ BeneFlex Employee Life/BeneFlex Dependent Life/BeneFlex Accidental Death

Beginning in 1999, most payments to beneficiaries from the various life insurance plans and the accidental death plan will be made differently than they are today. Instead of issuing a single lump-sum check to pay plan benefits, CIGNA will set up an interest-bearing checking account in the name of the beneficiary and will provide each beneficiary with a checkbook as part of its Resource Manager Program. This new procedure will apply to payouts of $5,000 or more per beneficiary. Beneficiaries will have immediate access to funds in their account, which will be set up by State Street Bank and Trust.

Checks may be written for any amount from a minimum of $250 up to the full account balance. The choice of writing multiple checks or making a single payment is up to the beneficiary. There is no limit on the number of checks written, and there are no maintenance fees or withdrawal penalties. Monthly statements showing account activity, including interest earned, will be issued to each beneficiary. If an account balance falls below $250, the remaining amount will automatically be sent to the beneficiary and the account closed.

When a beneficiary is due to receive a benefits payment from more than one of the above plans, CIGNA deposits all benefits funds into one Resource Manager account. However, beneficiaries cannot make additional deposits into their CIGNA Resource Manager account.

Complete account information, including a toll-free number for telephone support, accompanies the checkbook kit mailed to beneficiaries.

Plan benefits payments of less than $5,000 to any beneficiary will continue to be paid in a lump sum by the insurance company.

Fixed Income Fund Flash!

continued from page 1

- Limited investments in BBB bonds (considered investment grade):
  - may increase returns with minimal additional risk;
  - previous minimum was single A;
- Limited exposure to international bonds:
  - may increase returns slightly;
  - increases the Fund's diversification level, which reduces risk; and
- Limited use of nonleveraged options and futures (primarily on U.S. Treasuries):
  - serves to hedge against interest rate or currency risk;
  - reduces transaction costs.

These new tools may be used by those managers who have a proven track record of adding value with them. PFI will continue to evaluate the SYN portfolios to ensure that these investments are utilized to maintain the overall objectives of the Fund—safety, stability, return (long-term returns that exceed those of money market funds), liquidity and interest-rate responsiveness.

Please review the new version (12/31/98) of the FIF brochure, which will be available in January 1999, for more details concerning these changes and their impact on the Fund. The brochure will be included with the year-end statements and also can be obtained by contacting Merrill Lynch (**1-800-231-1235**).

Pay-Related Issues and Questions

Dental Care—BeneFlex Update

For 1999, Dental Option A (High Coverage) premiums for two-person and family coverage will increase (see chart below). Option A will pay a maximum of $2,000 per person each calendar year. There is no monthly premium cost to you for Dental Option B (Standard Coverage), which will pay up to $1,100 per person each calendar year. For both options, there is a separate lifetime maximum orthodontic benefit of $1,200 for dependent children under age 19.

Both options cover 100% of Reasonable & Customary (R&C)* charges for diagnostic and preventive care. This includes routine oral examinations twice each calendar year. Restorative care is covered differently. More than 400 dental procedures are paid according to a local benefit schedule maintained by CIGNA, our dental plan administrator. This schedule allows a specified number of dollars for each dental procedure. Overall, the Option B schedule pays approximately 50% of average charges** in your geographic area, and Option A pays approximately 75% of average charges.

Enhanced Dental Claim Review

The costs related to dental services and benefits have been increasing, much like costs of medical services and benefits. Although DuPont's Dental Plan does allow for reasonable cost escalation, our experience with dental coverage suggests that some of the cost increases could be eliminated or minimized.

To accomplish this, CIGNA has been doing Enhanced Dental Claim Review with dentists for certain procedures. Some examples are inlays, crowns, laminates, periodontal procedures such as scaling, root planting, bone surgery and general surgical services, fixed bridges, partial dentures, and surgical extractions such as the removal of impacted wisdom teeth.

Get a Predetermination!

By requesting that a dentist complete a Predetermination, you can learn in advance whether the prescribed procedures are covered by our benefit plan, and you will know your predicted out-of-pocket cost for the procedure(s). This is the only way to find out in advance what the plan will reimburse.

If you have questions concerning the dental plan or Predetermination, please call CIGNA at **1-800-421-4440.**

**R&C amounts are based on the 90th percentile, which means that 90% of the providers in a geographic area charge no more than the R&C amount, and 10% charge more than that amount.*

***Average charge means that 50% of the providers in a geographic area charge no more than the average charge, and 50% charge a higher amount.*

Dental Premiums for 1999

	Option A (High)	Option B (Standard)
You Only	$26.00	$0.00
You Plus One	$45.00	$0.00
You Plus Family	$57.00	$0.00

Spending Accounts

DuPont offers employees two Spending Accounts in which you can put aside **tax-free** dollars from your paycheck to cover the costs of predictable out-of-pocket expenses you have to pay:

- Health Care Spending Account (HCSA) for certain health care expenses not covered by other benefit plans
- Dependent Care Spending Account (DCSA) for some of the expenses you incur for certain dependent care

How do these plans work?

When you enroll in one or both of these Spending Accounts, the dollars you designate each month will be deducted from your paycheck on a before-tax basis and credited to your personal account(s). Once you incur covered expenses, you submit a claim to DuPont's Spending Account Administrator—Aetna U.S. Healthcare—for reimbursement. In other words, **you put tax-free dollars into a savings account which you can then use for certain out-of-pocket expenses that are your responsibility to pay.**

What expenses are covered?

For HCSA, out-of-pocket expenses include **copayments** (amounts you pay under managed care for office visits and prescription drugs); **deductibles** (designated amount you must pay for medical expenses before the medical plan in which you are enrolled pays; and **coinsurance** (percentage you pay **after** reimbursement for medical and/or dental expenses and routine eye care).

For DCSA, eligible expenses are those you incur for dependent care (including child care) for your IRS-dependent children **under age 13** and/or an older person living with you whom you claim as an IRS dependent and who is physically or mentally incapable of self-care.

Before you enroll and take advantage of the tax savings available to you in these plans, think about these important points:

- There are certain restrictions on eligible expenses for Spending Accounts imposed by Internal Revenue Service (IRS) Code. For instance, cosmetic procedures/services/supplies are specifically excluded from HCSA. To make sure the expenses you are projecting for 1999 are eligible for coverage, it's a good idea to:
  - Call Aetna U.S. Healthcare for guidance (**1-800-323-5479**);
  - Closely review the 1998 Spending Account Summary Plan Description you recently received from DuPont, which describes the plans in detail;
  - Go to the Internet for Aetna U.S. Healthcare's information on their Spending Account products: **aetnaushc.com/products/fsa**

Also...

- Covered expenses must be for services **received during the plan year.**
- If you designate more expenses than you actually incur, you lose the leftover dollars…so make your projections carefully.
- Under DCSA, reimbursement can **only** be made for services already received and when adequate funding is in your account.
- To be eligible for reimbursement, your 1999 Spending Account claims must be sent to Aetna U.S. Healthcare postmarked no later than April 15, 2000.
- The HCSA and DCSA are totally separate—funds may **not** be moved from one account to the other.

How do I enroll?

If you are *not* currently enrolled and wish to participate for 1999, call **1-800-775-5955** during the **BeneFlex change period** to make elections. If you are currently enrolled, your 1999 personalized worksheet will state your 1998 designations; to make any changes, call **1-800-775-5955** to report them; otherwise your 1998 designations will apply to 1999.

There is an annual maximum contribution for each of the Spending Accounts—$2,500 for HCSA and $5,000 for DCSA—administered via a monthly maximum deduction amount of $208.34 for HCSA and $416.67 for DCSA.

Joint and Survivor Option Provides Additional Benefits

The Joint and Survivor Option (J&S Option) can provide additional survivor benefits, from the pension plan, to any named beneficiary following a pensioner's death.

You must retire with a J&S Option in effect so that the beneficiary can receive monthly payments after your death. You must elect this option at least 30 days before your retirement.*

Employees are eligible to elect a J&S Option after reaching age 50 with at least 25 years of service, or upon attaining eligibility for an unreduced pension under the Normal or Early Retirement provisions of the Pension and Retirement Plan.

If you elect the J&S Option, there is no "charge" while you remain an employee. However, if you retire with a J&S Option in effect, your pension will be reduced to pay for this election. You can cancel a previous J&S Option election by notifying DuPont Connection at least 30 days before retirement.*

For more information about the J&S Option, refer to your Pension and Retirement Plan Summary Plan Description, or phone DuPont Connection at **1-800-775-5955.**

**Effective September 1, 1998, the 30-day requirement has been suspended for two years, while the company assesses the impact of this requirement.*

Taking Charge of Your Life...and Your "Qualifying Life Events"

Life doesn't always run according to a schedule. Certain events—known in the benefits field as Qualifying Life Events (QLEs)—may trigger the need to review and possibly change your current benefit elections.

QLEs are defined by law. Because many benefits are paid with pretax dollars, the government limits changes that you can make to these benefits (for example, medical coverage). You can only make changes during the annual BeneFlex Change Period or as a result of a QLE.

What are QLEs? QLEs include the following major events:

- Marriage or divorce
- Birth or adoption of a child
- Gain or loss of an eligible dependent
- Death of a spouse or dependent child
- The start or termination of your spouse's job
- A change in your or your spouse's employment from part-time to full-time, or vice versa
- A significant change in your spouse's medical coverage
- Change of DuPont medical coverage due to regional HMO's cancellation or limitation of a service area

Is there a deadline for making a benefit change related to a QLE? Yes, you must make your change(s) within **31 calendar days** of the QLE. Your new medical and/or dental elections (both option and level of coverage) will be effective as of the date of the QLE. Other benefit changes will become effective on the first of the month following the day you notify DuPont Connection.

Are there any benefits that I can't change as the result of a QLE? Yes, there are three: vision care coverage, vacation buying and financial planning. You can only make changes to these benefits during the annual BeneFlex Change Period in the fall.

Other Life Events

[illegible]

Other than benefit elections, what else should I consider in relation to a QLE? Whether you experience a QLE or other life event, you may want to consider changing your beneficiary designations, direct deposit designation or federal income tax withholding.

What happens if I change some benefit elections as a result of the QLE? A confirmation statement will be mailed to your home within two business days. You'll need to check the confirmation statement carefully. If you find any errors, **you must report them within 31 days** from the date of the confirmation statement. If DuPont Connection does not hear from you by the deadline, the elections on the confirmation statement will remain in effect until the next annual change period or until you experience another QLE.

Loan Finance Charges—SIP

You can find out if you have funds available to borrow from your SIP account by contacting Merrill Lynch at **1-800-231-1235**.

The finance charges (the dollar amount of the interest you pay to your SIP account) will vary with the amount of the loan, the length of the loan and the Annual Percentage Rate (APR).

The chart at the right shows sample finance charges. The actual finance charges you pay will be based on the interest rate in effect at the time your loan is initiated.

Finance Charges per $1,000 Borrowed

[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

Repayment Terms: The payment terms include your promise to repay any loan in full. You can prepay your loan in full at any time without penalty.

Are Your Dependent Children Still Eligible for Coverage in 1999?

As you consider your benefit choices for next year, think about each child now enrolled in your medical and dental benefits. Sometimes children are eligible for dependent coverage one year, but not the next.

To continue to be eligible:

1. They must be unmarried, and
2. They must be under 25 (unless certified by the medical carrier as handicapped prior to age 25), and
3. The children must live with you, the employee, in a parent/child relationship (or live at school while attending as a full-time student), and
4. You, the employee, must claim them as dependents on your federal income tax return (except full-time students, age 24, who must meet only the first three criteria).

Do you expect your children to continue to be eligible dependents for 1999? If you are in doubt about the continued eligibility of any of your dependent children, call DuPont Connection on **1-800-775-5955.**

If you, the employee, are required by court order to provide medical and/or dental coverage for your children, your children are eligible for coverage if they are under 25 and unmarried. The court order must meet the requirements for a qualifying medical child support order. Contact DuPont Connection for procedural details.

See your 1998 BeneFlex Summary Plan Description for dependent eligibility criteria for the Vision Care and Dependent Life Insurance plans.

Working Spouses and Medical Coverage

Does your spouse have medical coverage available through an outside employer?

If so, and the premium cost of that medical coverage (the lowest coverage available) is less than $44.00 per month for individual coverage, your spouse *must* use that coverage as primary. This means your spouse can still be carried on your DuPont coverage as a dependent under your plan, but DuPont medical will be the secondary coverage.

Your *1998 User's Guide* explains how claims are processed when DuPont coverage is secondary (see "Maintenance of Benefits"). If you have questions on this policy, call DuPont Connection on **1-800-775-5955.**

1999 BeneFlex Life Insurance Rates

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Employee Life Insurance

[illegible]

1999 Vision Care Plan

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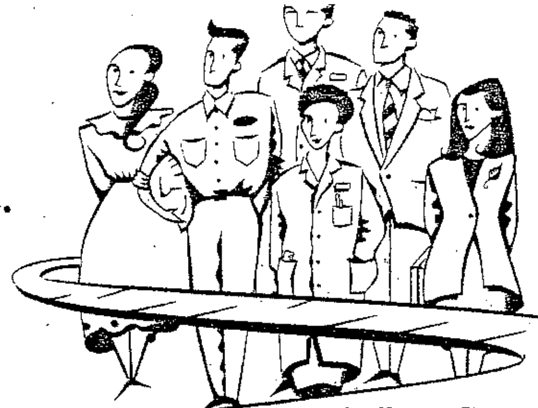
Shape your tomorrows with DuPont Connection.



DuPont Connection **800-775-5955**

Financial	Savings & Investment Plan (SIP)	
	Merrill Lynch	800-231-1235
	DuPont *Shares*—Merrill Lynch	800-874-5475
	Financial Planning—The Ayco Corporation	800-437-6383
	Verification of Employment	800-EMP-AUTH
	Company Code: DuPont—10110,	(800-367-2884)
	DuPont Dow Elastomers LLC—10163	
Personal & Family	Employee Assistance Program	
	(Mental Health/Chemical Dependency)	800-435-7266
	LifeWorks®	800-635-0606
	Work Life	302-774-1413
	Crisis Hotline: Battering, business ethics, harassment,	
	rape crisis, sexual harassment	302-774-8336
Health Care	Health Care Carrier Member Services	See number on medical ID card
	Dental Claim Forms (CIGNA)	800-421-4440
	Non-Managed Care Advice/Precertification/Claim Forms	
	(Aetna U.S. Healthcare)	800-445-7175
	Spending Account Claim Forms—Health Care/	
	Dependent Care (Aetna U.S. Healthcare)	800-323-5479
	Prescription Drug Program (Merck-Medco)	800-793-8766
	Vision Benefits of America	800-432-4966

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Plain Talk

Helping you shape your tomorrows

Plain Talk provides you with information about DuPont benefits and other Human Resources issues. Send your comments to:

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Last Chance for 1998 Cash Supplemental Deposits by Check

Time is running out for Cash Supplemental Deposits (CSDs) to your Savings and Investment Plan (SIP) account for 1998. Merrill Lynch must receive your check and Check Deposit Form before 3 p.m., Thursday, December 31, 1998 (postmarks don't count).

If you miss the deadline, or if you send a check with an incorrect amount, Merrill Lynch will reject the CSD and return the check to you.

To find out if you're eligible to make a CSD, call the Merrill Lynch Voice Response System at **1-800-231-1235**.

If you are calling from a rotary telephone, a Customer Service Representative can also provide CSD information.

This will be the last year to make CSDs by check. However, you can continue to make supplemental deposits by payroll deduction.

Starting in 1999, Merrill Lynch will provide additional information for this option.

Por favor guarde esta importante información para uso futuro.

DuPont Connection

Ayudándole a planear su futuro

Una referencia práctica del centro de servicios DuPont Connection

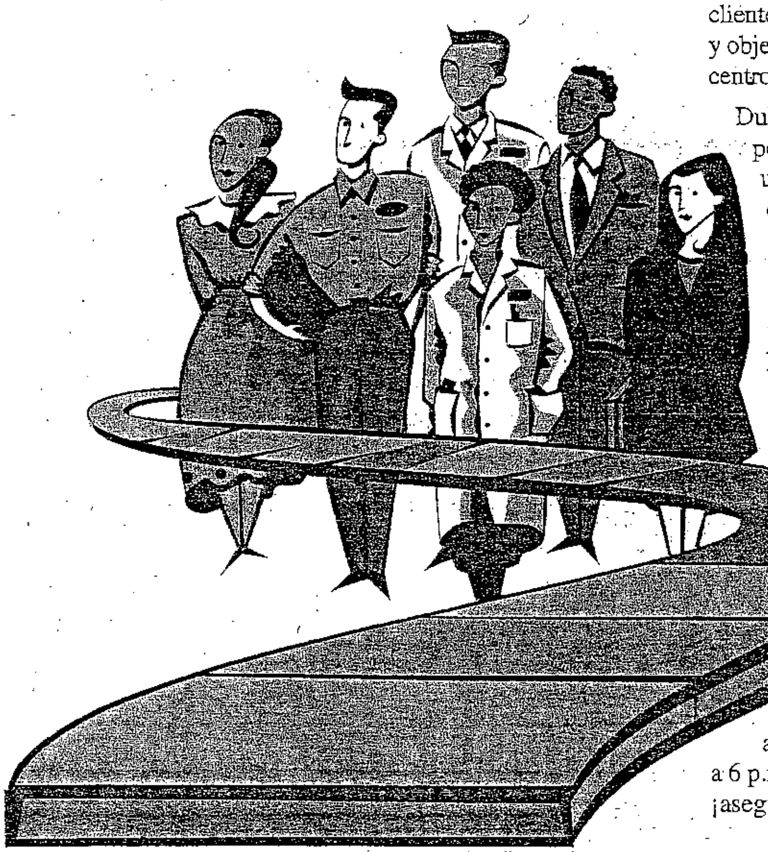
¿Por qué hemos dedicado esta publicación especial completamente a DuPont Connection? Porque DuPont Connection es una mejora importante en la entrega de sus beneficios. Esté preparado para marcar el **1-800-775-5955** y utilizar efectivamente los servicios completos de DuPont Connection.

A partir del 2 de marzo de 1998, DuPont Connection estará a su disposición para proporcionar beneficios.

¿Por qué está DuPont cambiando su proceso de entrega de beneficios?

DuPont Connection ha estado en creación por años. Muy alto en nuestra lista de prioridades estaba el aumentar el servicio a nuestros empleados. Pero nuestro negocio no es la entrega de beneficios, y la inversión necesaria para sistemas y tecnología de información automática sobre beneficios no mejoraría la capacidad de la Compañía para entregar productos innovadores y de calidad a nuestros clientes. Para satisfacer ambas necesidades y objetivos comerciales, decidimos usar un centro de servicio externo.

DuPont Connection será administrado por nuestro socio, Coopers & Lybrand, un líder en la administración y entrega de beneficios. Los representantes del centro de servicio de Coopers & Lybrand en Nueva Jersey se encargarán de todos los servicios de administración de beneficios y preguntas de los empleados. DuPont permanecerá responsable de asignar todos los planes de beneficios, de tomar decisiones administrativas y de asegurar la efectividad y la calidad del servicio de DuPont Connection.



Así qne, ya sea mediante nuestro servicio de respuesta automática durante las 24 horas del día o hablando con un representante de servicio a empleados (lunes a viernes de 9 a.m. a 6 p.m. hora estándar de Nueva York), ¡asegúrese de conectarse!

ENERO DE 1998

Rápido, fácil y conveniente

Cuando se obtiene la información que se necesita—rápida, fácil y convenientemente, uno se siente satisfecho. Es aun mejor completar el proceso usted mismo, cuando y donde le sea más práctico. Por supuesto es ideal tener la seguridad de que es fácil obtener ayuda, en caso de necesitar un poco de asistencia. Esto es posible en cada llamada gracias a la tecnología avanzada del sistema DuPont Connection. El procedimiento es el siguiente:

1 Acceso más rápido a la información

¿Por qué esperar? Una de las principales metas de DuPont Connection es proporcionarle la información que usted necesita más rápidamente. Para que esto sea posible, el centro de servicio tiene la tecnología para hacer cálculos completos, tales como cálculos aproximados de pensión, y proporcionarle el resultado por teléfono en segundos. Además puede solicitar una copia del cálculo, la cual será enviada por correo a su casa dentro de los dos días hábiles después de su llamada. En el pasado, obtener esta información podría tomar casi dos semanas completas.

2 Fácil de usar

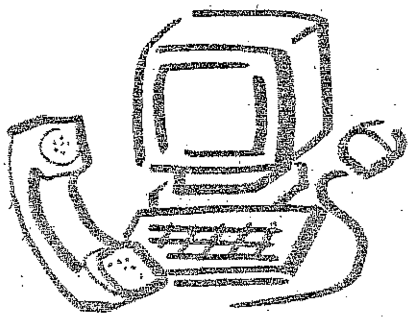
¿Por qué molestarse con papeleo innecesario para hacer una solicitud? En la mayoría de los casos, simplemente necesita llamar a DuPont Connection para obtener la información que necesita. El sistema no eliminará todo el papeleo, puesto que para ciertas transacciones se necesitan firmas, por ejemplo para designar beneficiarios. Sin embargo, para la mayoría de las transacciones de beneficios, DuPont Connection reducirá notablemente el número de formas que se necesitan llenar.

3 Conveniente

¿Por qué estar limitado a las "horas hábiles"? Tal vez usted piense en sus beneficios durante el fin de semana o la noche, cuando hay más tiempo para reflexionar y hablar sobre las opciones con su esposo(a) u otros integrantes de la familia. Con DuPont Connection podrá escuchar información o solicitar un Life Event Package, 24 horas al día, los siete días de la semana.

4 Ayuda experta

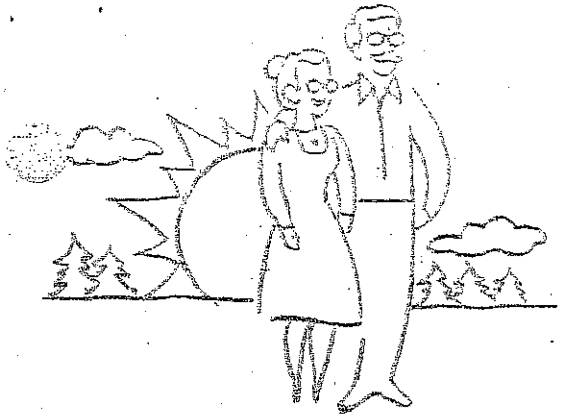
¿Tiene una pregunta? Los representantes de servicio al empleado estarán capacitados y disponibles durante días hábiles de 9 a.m. a 6 p.m. hora estándar de Nueva York. Mediante las pantallas de ayuda en línea en sus computadoras, los representantes tendrán acceso instantáneo a información sobre los planes de beneficios y sus opciones. Si por alguna razón no se puede contestar alguna de sus preguntas, hay procesos de resolución de problemas y cuestiones para asegurar que usted obtenga lo que necesita de manera oportuna.



Tecnología CON servicio personal

DuPont Connection es una combinación de tecnología automatizada y servicio personal para satisfacer sus necesidades. Un número de teléfono gratis lo vinculará a un sistema de respuesta automática donde usted obtendrá información básica sobre beneficios y podrá realizar ciertas transacciones, las 24 horas del día, siete días a la semana. Además, podrá hablar con un representante de servicio a empleados quien podrá contestar sus preguntas, de lunes a viernes, de 9 a.m. a 6 p.m. hora estándar de Nueva York.

1-800-775-5955



DuPont Connection — El recurso para los beneficios de su jubilación

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A continuación le presentamos un ejemplo de cómo el centro de servicio puede ayudarle. Al prepararse para su jubilación y después de jubilarse de la Compañía, DuPont Connection será el recurso que centraliza la información acerca de sus beneficios. DuPont Connection le proporcionará la información que necesita para solicitar los beneficios de su jubilación de DuPont, además de la ayuda durante su jubilación.

Una vez que haya decidido la fecha de jubilación, debe iniciar el proceso con una llamada por teléfono a DuPont Connection. Usted debe solicitar un Retirement Life Event Package (Paquete de jubilación) dentro de 90 días de la fecha de su jubilación. El día hábil siguiente de su llamada, DuPont Connection le enviará por correo un paquete personalizado. Revise los documentos que reciba tan pronto le sea posible. Cada paquete tiene una fecha de caducidad para poder asegurar que haga las decisiones de beneficios en base a la información más actualizada. Si no hace nada antes de la fecha límite establecida, usted debe llamar a DuPont Connection para solicitar un paquete nuevo y volver a iniciar el proceso.

Igual que otros paquetes de acontecimientos, el de jubilación incluirá el tipo de información personalizada que usted necesita para tomar las decisiones de sus beneficios, tal como:

- Un estado del cálculo de su pensión que muestra la cantidad de su pensión calculada bajo las diferentes opciones de pago
- Una hoja de trabajo de los beneficios de jubilación para que usted pueda marcar sus elecciones antes de llamar para registrarlas con DuPont Connection.

El paquete de jubilación también contiene información general así como formas estándar para designaciones de beneficiarios, depósito directo y retención de impuestos. Además encontrará instrucciones para los documentos que usted necesitará proporcionar — por ejemplo, prueba de la fecha de nacimiento.

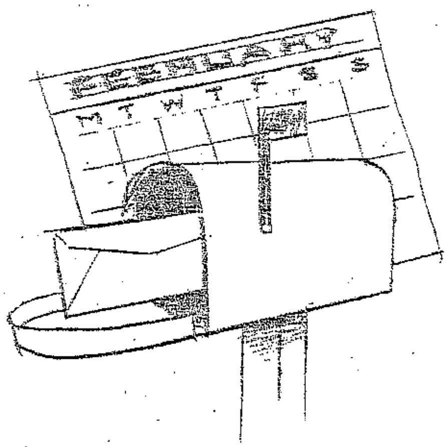
En la preparación para su jubilación, tendrá que tomar varias decisiones, y DuPont Connection será el recurso de información completa para ayudarle a planear su futuro. Aproveche este servicio al máximo — la respuesta automática las 24 horas del día, acceso durante días hábiles con representantes de servicio al empleado y los documentos contenidos en el paquete de jubilación. Recuerde, simplemente necesita marcar el número de teléfono gratis.

En caso de la muerte de un empleado, esposo(a), dependiente o beneficiario

Cuando muere un empleado es necesario que su esposo(a), familiar o amigo notifique a DuPont Connection. DuPont Connection enviará un paquete de información al esposo(a) del empleado u otro dependiente(s) que explica el efecto de la muerte del empleado en los diferentes beneficios. También se iniciarán los procedimientos necesarios para solicitar el pago a los beneficiarios del empleado bajo los diferentes planes de beneficios.

DuPont Connection también administra los planes y beneficios relacionados con la muerte del esposo(a), dependiente o beneficiario. El empleado debe llamar a DuPont Connection tan pronto como sea posible después del acontecimiento. Esta llamada también será una oportunidad para actualizar la información personal del empleado y para enviarle los documentos necesarios.

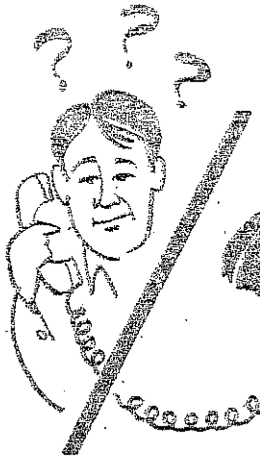
En sus marcas, listos, ¡conéctese!



Por correo durante el mes de febrero, recibirá toda la información que necesita para conectarse a partir del 2 de marzo de 1998. Recibirá lo siguiente:

- Su número de identificación personal (PIN). Para asegurar la confidencialidad del sistema y su información personal, el sistema le pedirá que introduzca su número de seguridad social y su número PIN cada vez que llame. Por razones de seguridad, tendrá que cambiar este PIN durante la primera llamada a DuPont Connection. Podrá seleccionar un PIN nuevo durante su primera llamada o cualquier llamada subsiguiente a DuPont Connection.
- Un diagrama del sistema automático. Una sencilla herramienta visual que le ayudará a familiarizarse con muchas de las opciones disponibles mediante DuPont Connection. Con este diagrama podrá ver "el panorama completo" para obtener información básica y cómo ir a los niveles más profundos del sistema para obtener información más específica. Es decir, sabrá seleccionar el número para obtener la información que necesita.

¡Así que conéctese! DuPont Connection es un servicio completo, práctico y fácil de usar. Con acceso por teléfono las 24 horas e instrucciones paso a paso, usted podrá solicitar y recibir rápidamente la información completa que usted necesita cuando ocurra algún acontecimiento en su vida. Además con los representantes expertos de servicio al empleado, disponibles los días hábiles, usted obtendrá toda la ayuda que necesita para comprender la información sobre beneficios o resolver un problema.



Recuerde: DuPont Connection
1-800-775-5955—Disponible a partir del 2 de marzo de 1998

DuPont Connection
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OCTOBER 1999

DUPONT

7(H)

DuPont Plain Talk

Helping you shape your tomorrows

BeneFlex *Employee and Dependent* Life Insurance *Plans*

This year, every employee should reevaluate their level of participation in the BeneFlex Life Insurance plans. Changes are being made to the design and administration of the BeneFlex Life Insurance plans in order to stabilize premiums and provide continuing, affordable plans. In anticipation of increased participation, the insurance company (CIGNA Life Insurance Company) will reduce BeneFlex employee and dependent life premiums for the year 2000. (The changes outlined below do not affect the "grandfathered" (Option Z) noncontributory (NCGLI) and contributory (CGLI) group life plans.)

We are making the following changes to the plan:

Fall Enrollment:

- This fall's enrollment will be the last opportunity for employees to enroll or increase coverage by one times their annual salaries without having to submit medical evidence of insurability ("proof of good health").
- This will also be the **last opportunity** for unrestricted elections of dependent coverage without proof of good health.
- Premiums are being reduced 10% to 14% in recognition of these changes.

Beginning 1/1/2000:

- Any increases in employee life insurance, including those resulting from a qualifying life event (QLE), will require proof of good health.
- Any election of dependent life insurance over $10,000, including those resulting from a QLE, will also require proof of good health.
- New hires will be limited to 2 times their annual earnings in total coverage without proof of good health.
- There will be a 14-day waiting period before newborn children will be eligible for coverage.

As a result of making these changes, the carrier has agreed to REDUCE the premiums by 10% to 14%, depending on your age bracket. Employees

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Medical Plan Cost Sharing—
BeneFlex Update

There will be an increase in prescription drug copayments and in monthly medical premiums for 2000. The new copayments and premiums are shown in the following charts. Note also that office visit copayments and stop loss amounts are unchanged. EAP (Employee Assistance Program) mental health/chemical dependency coverage is not shown on these charts but coverage remains the same as in 1999. There is, however, an administrative upgrade effective 1/1/2000 regarding ValueOptions' medical necessity monitoring for out-of-network outpatient services. (See separate article.)

Coverage \ Options	All Network (Option L)	Point-of-Service (Option P) In-Network	Point-of-Service (Option P) Out-of-Network	High (Option A)	Standard (Option B)	Low (Option C)	No Coverage (Option N)
Your copayment/ annual deductible	$9/office visit $120/hospital admission	$17/office visit, does not apply to stop loss	$330/indiv. $660/family deductible	$150/indiv. $300/family deductible	$250/indiv. $500/family deductible	$1,000/indiv. $2,000/family deductible	N/A
For most covered expenses, Plan pays	100%	90%	70% R&C*	90% R&C*	80% R&C*	60% R&C*	N/A
For covered preventive tests and immunizations, Plan pays	100%	100%	100% R&C*	100% R&C*	100% R&C*	100% R&C*	N/A
Stop loss—Plan pays 100% after you've paid	$625/indiv. $1,250/family (EAP Services only)	$1,250/indiv. $2,500/family	$3,000/indiv. $6,000/family	$625/indiv. $1,250/family	$1,250/indiv. $2,500/family	$4,000/indiv. $8,000/family	N/A
Monthly premium cost to you							
1. you only	$44.25	$21.00		$58.75	$21.00	($30.00)	$0.00
2. you + 1	$88.50	$42.00		$117.50	$42.00	($30.00)	$0.00
3. you and family	$132.75	$63.00		$176.25	$63.00	($30.00)	$0.00

**R&C = Reasonable and Customary*

The new prescription drug program copayment structure is shown below. Prescription drug copayments do not apply to deductible/stop loss.

Options	Options L and A		Options P and B		Option C	
	Network Pharmacy	Non-Network Pharmacy	Network Pharmacy	Non-Network Pharmacy	Network Pharmacy	Non-Network Pharmacy
Retail		Reimbursement is negotiated price less copayment.		Reimbursement is negotiated price less copayment.	Direct pay and submit to Aetna for reimbursement, subject to deductible and coinsurance.	Direct pay and submit to Aetna for reimbursement, subject to deductible and coinsurance.
Brand	$12/30 days		$20/30 days			
Generic	$4/30 days		$7/30 days			
Mail service						
Brand	$15/90 days	N/A	$24/90 days	N/A	No mail program	N/A
Generic	$7/90 days	N/A	$12/90 days	N/A		N/A

If your spouse's employer offers medical coverage with premiums of less than $50 per month, your spouse must enroll in that coverage as primary at the first opportunity in order to be eligible for secondary coverage from DuPont. It is *your* responsibility to make sure this happens if your spouse is employed.

Dental Care—
BeneFlex Update

■ For 2000, Dental Option A (High Coverage) premiums will remain the same. Option A will pay a maximum of $2,000 per person each calendar year. There is no monthly premium cost to you for Dental Option B (Standard Coverage), which will pay up to $1,100 per person each calendar year. For both options, there is a separate lifetime maximum orthodontic benefit of $1,200 for dependent children under age 19.

Both options cover 100% of Reasonable & Customary (R&C)* charges for diagnostic and preventive care. This includes routine oral examinations twice each calendar year. Restorative care is covered differently. More than 400 dental procedures are paid according to a local benefit schedule maintained by CIGNA, our dental plan administrator. This schedule allows a specified number of dollars for each dental procedure. Overall, the Option B schedule pays approximately 50% of average charges** in your geographic area, and Option A pays approximately 75% of average charges.

Enhanced Dental Claim Review

The costs related to dental services and benefits have been increasing, much like costs of medical services and benefits. Although DuPont's Dental Plan does allow for reasonable cost escalation, our experience with dental coverage suggests that some of the cost increases could be eliminated or minimized.

To accomplish this, CIGNA has been doing Enhanced Dental Claim Review with dentists for certain procedures. Some examples are inlays, crowns, laminates, periodontal procedures such as scaling, root planting, bone surgery and general surgical services, fixed bridges, partial dentures, and surgical extractions such as the removal of impacted wisdom teeth.

Get a Predetermination!

By requesting that a dentist complete a Predetermination, you can learn in advance whether the prescribed procedures are covered by our benefit plan, and you will know your predicted out-of-pocket cost for the procedure(s). This is the only way to find out in advance what the plan will reimburse.

If you have questions concerning the dental plan or Predetermination, please call CIGNA at 1-800-421-4440.

Dental Premiums for 2000

	Option A (High)	Option B (Standard)
You Only	$26.00	$0.00
You Plus One	$45.00	$0.00
You Plus Family	$57.00	$0.00

**R&C amounts are based on the 90th percentile, which means that 90% of the providers in a geographic area charge no more than the R&C amount, and 10% charge more than that amount.*

***Average charge means that 50% of the providers in a geographic area charge no more than the average charge, and 50% charge a higher amount.*

2000 Vision Care *Plan*

In the year 2000, prices for the Vision Care Plan will decrease slightly for the second year in a row as shown below:

Monthly Premiums Coverage	2000 Rates
Individual	$7.50
Two-Party	$13.10
Family	$18.95

At the same time, two plan enhancements will occur for 2000: 1) the wholesale frame allowance will increase from $40 to $45, meaning that more frame choices are now fully covered and 2) full coverage for optional prescription lens tints (both solid and gradient) will now be provided.

If you have questions about whether or not your vision care provider is a member of the Vision Benefits of America network, you can contact VBA directly at 1-800-432-4966.

Benefit Plans—
Ready for the Year 2000

Final preparations for the Year 2000 "millennium event" are under way for DuPont Benefit Plans. Internal computer systems have been tested and are ready to process dates in the Year 2000 and beyond. Our health care carriers and other benefit vendors have conducted extensive compliance programs and are on track as well. For example, Merrill Lynch recently participated with other Wall Street firms in an industry-wide testing program to determine their Year 2000 readiness—with very good results. Government agencies such as the Department of Labor (DOL) and the Securities and Exchange Commission (SEC) have also been monitoring Year 2000 readiness among benefit plan sponsors (employers) and their vendors.

Just in case...

While DuPont and its vendors are well-prepared for the Year 2000 challenge, we have established operating principles that will guide us in the event that any link of the benefits delivery chain experiences an interruption, even for a brief period. These principles include:

- Delivery of health care, prescriptions and other participant services is DuPont's primary concern.
- Participants should first seek care from their primary care physicians, pharmacies and local hospitals, next from other network providers (who will have access to your eligibility data). Most important, participants should *seek care.*
- We can resolve paperwork problems *after* health care services are delivered.

For more information

The company's Year 2000 Program Office is providing information about DuPont's Year 2000 preparations through worksite presentations that will be made by local management. In addition, consumer-oriented Year 2000 brochures will be mailed home to employees in the October polybag. DuPont and many of our vendors also have Year 2000 Web site pages. Visit DuPont's Year 2000 Web site at www.dupont.com.

If you have questions regarding Year 2000 readiness for any DuPont employee benefit program, please contact Dave Obarski at OBARS2DG@NANOTES1.email.dupont.com or DUCOM 773-0343.

Working Spouses
and Medical Coverage

Does your spouse have medical coverage available through an outside employer?

If so, and the premium cost of that medical coverage (the lowest coverage available) is less than $50 per month for individual coverage, your spouse *must* use that coverage as primary. This means your spouse can still be carried on your DuPont coverage as a dependent under your plan, but DuPont medical will be the secondary coverage.

Your *1998 Guide to Using Your DuPont Medical Benefits* explains how claims are processed when DuPont coverage is secondary (see "Maintenance of Benefits"). If you have questions on this policy, call DuPont Connection on 1-800-775-5955.

Are Your Dependent Children *Still* Eligible for Coverage *in 2000?*

As you consider your benefit choices for next year, think about each child now enrolled in your medical and dental benefits. Sometimes children are eligible for dependent coverage one year, but not the next.

To continue to be eligible, *all* these criteria must be met:

1. They must be *unmarried,* and
2. They must be *under 25* (unless certified by the medical carrier as handicapped prior to age 25), and
3. The children must *live with you,* the employee, in a parent/child relationship (or live at school while attending as a full-time student), and
4. *You, the employee, must claim them as dependents on your federal income tax return (except full-time students, age 24, who must meet only the first three criteria).*

Do you expect your children to continue to be eligible dependents for 2000? If you are in doubt about the continued eligibility of any of your dependent children, it is your responsibility to call DuPont Connection at 1-800-775-5955 to discuss the criteria. COBRA coverage is available for purchase for any dependents who are no longer eligible for DuPont coverage.

If you, the employee, are required by court order to provide medical and/or dental coverage for your children, your children are eligible for coverage if they are under 25 and unmarried. The court order must meet the requirements for a qualifying medical child support order. Contact DuPont Connection for procedural details.

See your 1998 BeneFlex Summary Plan Description for dependent eligibility criteria for the Vision Care and Dependent Life Insurance plans.

DuPont *Shares Are on the Rise*

The movement of DuPont's stock price has put all *Shares* options in the money again. As the chart at right demonstrates, if you've retained all three grants (600 options total), your pretax gain is in excess of $19,000.

DuPont *Shares* Summary of Current Value

Grant Year	Number of Options	Grant Price/Share	Pretax Gain on Options*
1991	200	$19.1250	$9,400.00
1995	200	$28.5000	$7,525.00
1997	200	$52.5000	$2,725.00
Total	600		$19,650.00

**Closing price of DuPont stock on 9/3/99 of $66.125. The pretax gain is the difference between the market price and the grant price multiplied by the number of options.*

Merrill Lynch *Service Levels*

In the July issue of *Plain Talk,* we told you that personnel were being added at Merrill Lynch to reduce the time callers wait to speak to service representatives. Waiting times have steadily improved over the past few months as that personnel came onstream. Currently, the waiting time is averaging a little over one minute. DuPont and Merrill Lynch are continuing to work behind the scenes to shorten the wait to 30 seconds.

ValueOptions to Evaluate Medical Necessity *for Out-of-Network* Mental Health Treatment

To help us better evaluate ongoing medical necessity, we have asked ValueOptions to review out-of-network, outpatient mental health treatment. This review process is similar to the medical necessity reviews performed by our medical carriers for other ongoing services, such as physical therapy, chiropractic care, skilled nursing, private duty nursing, etc. The review will not affect the confidentiality of your choice to go out-of-network.

If you or one of your covered dependents has been receiving or plans to begin receiving out-of-network outpatient mental health treatment, the following will apply beginning January 1, 2000:

- The provider, whether participating in the ValueOptions network or not, must submit an Outpatient Treatment Report (OTR) to ValueOptions. Mental health professionals at ValueOptions will review the OTR for ongoing medical necessity.
- There will be a grace period of five visits beginning 1/1/2000 to allow the provider time to evaluate patient needs and send a report to ValueOptions. Visits beyond that will not be covered if no OTR has been submitted and reviewed.
- If you plan to receive these services after 1/1/2000, please ask your provider to provide an OTR to ValueOptions as soon as possible. This will allow ValueOptions to complete their review and confirm the extent of your available coverage.

If you have questions or would like additional information, please call ValueOptions at 1-800-435-7266.

New *Claims* Address *for* ValueOptions

All claims for both In-Network and Out-of-Network Mental Health/Chemical Dependency services should be sent to:

VALUEOPTIONS
P.O. Box 1347
Latham, NY 12110-8847

Please advise your care providers if they submit claims to ValueOptions on your behalf.

Employee-Initiated Unused Purchased Vacation Cash-Out

Employee calls DuPont Connection to request cash-out of unused purchased vacation:
1-800-775-5955 *(deadline is November 30, 6:00 p.m. EST)*

DuPont Connection reports employee elections to:

↓

Cash-out amount in employee's final December paycheck

DUPONT ⟶ December pay shown as "FXBTVAC"

Spending *Accounts*

DuPont offers employees two Spending Accounts in which you can put aside tax-free dollars from your paycheck to cover the costs of predictable out-of-pocket expenses you have to pay:

- Health Care Spending Account (HCSA) for certain health care expenses not covered by other benefit plans.
- Dependent Care Spending Account (DCSA) for some of the expenses you incur for certain dependent care.

How do these plans work?

When you enroll in one or both of these Spending Accounts, the dollars you designate each month will be deducted from your paycheck on a before-tax basis and credited to your personal account(s). Once you incur covered expenses, you submit a claim to DuPont's Spending Account Administrator—Aetna U.S. Healthcare—for reimbursement. In other words, **you put tax-free dollars into a savings account which you can then use for certain out-of-pocket expenses that are your responsibility to pay.**

What expenses are covered?

For HCSA, out-of-pocket expenses include **copayments** (amounts you pay under managed care for office visits and prescription drugs); **deductibles** (designated amount you must pay for medical expenses before the medical plan in which you are enrolled pays); and **coinsurance** (percentage you pay **after** reimbursement for medical and/or dental expenses and routine eye care).

For DCSA, eligible expenses are those you incur for dependent care (including child care) for your IRS-dependent children **under age 13** and/or an older person living with you whom you claim as an IRS dependent and who is physically or mentally incapable of self-care.

Before you enroll and take advantage of the tax savings available to you in these plans, think about these important points:

- The Internal Revenue Service (IRS) Code places certain restrictions on expenses considered eligible (for instance, under the HCSA, *cosmetic* procedures, services or supplies are *excluded*). So call Aetna U.S. Healthcare at 1-800-323-5479 to make sure the expenses you plan to claim in 2000 will be covered.
- Discrimination testing must be done during the year by DuPont (see Dependent Care Spending Account article on page 8). If you and your spouse both work for DuPont, and only one of you is considered "highly compensated," it might be best for the lower-compensated spouse to elect the DCSA contribution.
- Closely review your 1998 Spending Account Summary Plan Description for specific requirements under the HCSA or DCSA—and don't forget the "helpful hints" on page 2.
- To be eligible for reimbursement, your 2000 Spending Account claims must be sent to Aetna U.S. Healthcare postmarked no later than April 16, 2001.
- While plans have not been finalized, DuPont is considering adding "direct deposit" to Spending Accounts early in 2000. This means Spending Account reimbursements would be directly deposited to your checking account, like your paychecks. If this optional feature is implemented, all DCSA and HCSA enrollees in 2000 will be contacted and given the opportunity to select it.

How do I enroll?

If you are *not* currently enrolled and wish to participate for 2000, call 1-800-775-5955 during the **BeneFlex change period** to make elections. If you are currently enrolled, your 2000 personalized worksheet will state your 1999 designations. To make any changes, call 1-800-775-5955; otherwise your 1999 designations will apply to 2000.

There is an annual maximum contribution for each of the Spending Accounts—$2,500 for HCSA and $5,000 for DCSA—administered via a monthly maximum deduction amount of $208.34 for HCSA and $416.67 for DCSA.

Planning *to* Earn *More* *Than* $80,000 *in* 1999?

You May Be Limited on 2000 Spending Accounts

In return for favorable tax treatment, the U.S. Congress requires the Dependent Care Spending Account (DCSA) to pass an annual test designed to ensure a fair mix of participation among employees at all income levels. This test limits the amount that highly compensated employees (as defined by Congress: in 1999, those earning more than $80,000) can contribute on a before-tax basis depending on what the nonhighly compensated employees contribute.

The DCSA has passed discrimination testing in most years with no impact on participants since 1990. In 1998, contributions for highly compensated employees were eliminated for three months so that the discrimination test could be passed for the full year. DuPont put systems in place during the first quarter of 1999 to anticipate any need for participation limits. As a result, we established a deduction cap that allows for continued deductions on a monthly basis, but at a reduced rate. For the year 2000, the amount and timing of any cap will depend on the enrollment in the Dependent Care Spending Account plan and cannot be calculated at this time.

What does this mean for you? If you have a Dependent Care Spending Account and are highly compensated, you could have some before-tax deductions reduced or suspended during the year 2000. If your deductions are suspended, you'll be informed by your benefits staff as far in advance as possible.

DuPont Offers Tools for *Coping with* Stress

Research shows that it's not the number of hours we work that determines how overloaded or stressed we feel. It's the extent to which we feel a sense of control over our work. When we have a sense of control over our work or our lives in general, we're better able to handle the routine pressures and problems that arise and to put these problems in perspective.

"The process of living is the process of reacting to stress."
—Dr. Stanley J. Sarnoff

One form of stress can be beneficial: it can motivate, encourage, change or inspire. At the other end of the spectrum is the stress that develops when we feel that the demands placed on us exceed our personal resources to meet them.

The instinctive response to stress is biological—a primitive reaction of "flight or fight." The body releases chemicals to cope with the situation. In the short term, the individual survives; however, if the individual is in a constant state of stress, illness or damage occurs. Like an engine running at its optimum continually with no service breaks, it becomes less reliable, then breaks down rapidly when pushed beyond its limits.

We need to take steps that will help us become resilient—learn to accept change, learn to bounce back from discouraging obstacles, and learn to recognize and respond to important opportunities. We need to recognize that now is the time to get our lives in balance. We ultimately manage stress by taking care of our own needs, by focusing on what's important to us, and by building a balanced sense of accomplishment.

Use available resources. At DuPont, we have a wealth of tools to support us in our work environment and also in our daily lives outside the company. The LifeWorks℠ employee resource program at 1-800-635-0606 can

CONTINUED ON PAGE 10

Make Your BeneFlex Changes Online

Making changes to your BeneFlex plan is easier than ever, thanks to a new Web site developed for this year's annual enrollment change period. The Web site includes information on your current elections and an electronic version of the benefits worksheet, as well as general information about the plan and benefits.

You'll have the same benefit options on the Web site as those shown on your worksheet. Changes can be made right online and saved at any time. You will see your new set of elections and any changes to your payroll deduction immediately.

The Web site will be available the same dates and times as the phone line, and can be accessed using the same PIN you use to make changes over the phone. Visit the BeneFlex change Web site on the Internet at www2.benefitsweb.com/dupont.html.

2000 BeneFlex Enrollment Change Period —*Important Dates*

Oct. 1999

Late October 1999

Your annual BeneFlex Information Package, containing your personalized statement, will be mailed to your home with complete, step-by-step instructions on what to do and how to use the automated telephone enrollment system or the DuPont Connection Internet Web site. Additional information is available in this issue of *Plain Talk*, the *BeneFlex Summary Plan Description* (SPD) and the 2000 Enrollment Guide (available only on request through your site or business HR contact or through the Human Resources Home Page).

Nov. 1999

November 8–19, 1999

Open Change Period. Call 1-800-775-5955 or access the DuPont Connection Internet Web site at www2.benefitsweb.com/dupont.html if you want to make changes for 2000. Otherwise, do nothing and keep the same benefit elections you have at the end of 1999.

Please note: **Confirmation statements will be mailed to your home only if you make a change. If you elect to do nothing, your personalized BeneFlex statement, sent with your change package in late October, will be the confirmation of your 2000 elections.**

Jan. 2000

January 1, 2000

BeneFlex elections take effect.

Borrowing *from Your* SIP Account

You can find out if you have funds available to borrow from your SIP account by contacting Merrill Lynch at 1-877-337-5267.

The finance charges (the dollar amount of the interest you pay to your SIP account) will vary with the amount of the loan, the length of the loan and the Annual Percentage Rate (APR).

The chart at the right shows sample finance charges. The actual finance charges you pay will be based on the interest rate in effect at the time your loan is initiated.

Finance Charges per $1,000 Borrowed

APR (%)	Loan Term (Months) 12	24	36	48	60
6	$33	$64	$95	$127	$160
8	$43	$85	$128	$172	$217
10	$55	$107	$162	$217	$275

Repayment Terms: The payment terms include your promise to repay any loan in full. You can prepay your loan in full at any time without penalty.

Your Social Security Statement: The Future Is in Your Hands

A message from the
Social Security Administration

In October, the Social Security Administration will begin mailing Social Security Statements (formerly known as the Personal Earnings and Benefit Estimate Statement) to all workers age 25 and older. This includes about 125 million people who are not already receiving monthly Social Security benefits.

The four-page Statement can help you plan your financial future by providing estimates of the monthly Social Security retirement, disability and survivors benefits you and your family could be eligible to receive now and in the future. You can also use the Statement to determine whether your earnings (or self-employment income) are accurately posted on your Social Security record. The Statement will tell you how to correct any inaccurate or missing earnings entries.

Because your future benefits are based on your Social Security record, it is critical that you check with your employer to confirm that the name and Social Security Number they have on record match those on your Social Security card. This is the best way to ensure that your earnings are accurately posted.

Employers must match employee Social Security and Medicare taxes dollar-for-dollar. This serves as a base for your retirement planning, which will combine Social Security and Medicare dollars with your pension and individual savings.

Beginning in October 1999, you can expect to receive your Social Security Statement annually, about three months before your birth month. For more information about your Social Security benefits:

- Call or visit your local Social Security office.
- Call the Social Security Administration at 1-800-772-1213.
- Visit the Social Security Web site at www.ssa.gov.

Year-End Pay Date *Changed to* December 30

The final pay date of 1999 would normally fall on December 31, 1999. In order to make it more convenient for employees to meet their banking needs before the end of the year, DuPont plans to offer employees access to their pay a day early on Thursday, December 30.

DuPont Offers *Tools for* Coping with Stress

CONTINUED FROM PAGE 8

help to support work/life balance, find child care, find elder-care resources, help to find colleges for our children and assist with adoption. But most important, it can help to balance all these. The Employee Assistance Program at 1-800-435-7266 can support us when we need more structured assistance, i.e., substance abuse, emotional upheaval and grief counseling. Take advantage of what is offered to you as a DuPont employee—free of charge.

Wise words from Dr. Robert S. Elliott—"Rule #1 is don't sweat the small stuff. Rule #2 is it's all small stuff."

Medical Plan—
Cost Sharing

Changes in the Health Care Benefit for 2000

We are projecting that health care claims plus administration in 2000 for actives and pre-Medicare retirees will be approximately $23 million more than the estimate for 1999. After adjusting for some administrative savings, about $17.8MM will be shared equally between DuPont and participants. This means that DuPont's costs will increase by $8.9MM and the other $8.9MM will be paid by employees and pre-Medicare retirees. Since prescription drug costs continue to be a primary cause of cost escalation, we have decided to distribute the cost share by increasing prescription drug copayments and by increasing premiums somewhat less than we did last year. (Medicare retirees will also experience the increases in prescription drug copayments and will see increased premiums.)

Prescription Drug Copayments

We will increase each of the prescription copayments. The new copayments are shown in the chart on page 2. Last year we restructured prescription drug copayments, but because increases in prescription drug costs continue to be higher than for other types of medical expenses, we feel we need further adjustments. Most of the copayments are still below 1998 levels.

Premium Adjustment

Increases in premiums will also be needed to fully meet the cost-sharing objective; however, these are smaller than last year's.

These steps will result in a highly competitive health care program with a premium structure considerably less than national averages for employees and their covered dependents ($34 for single coverage and $134 for family coverage as reported by Towers Perrin, a national HR consulting firm). An advantage of our plan structure is that it provides for the same premiums for active employees and pre-Medicare retirees. The Towers Perrin data is for active employees only; if this data reflected pre-Medicare retirees these numbers would be higher, making DuPont's premiums compare even more favorably.

Beneflex
Life Insurance

CONTINUED FROM 1

who have previously decided against subscribing to higher amounts of BeneFlex life insurance coverage may want to reconsider that decision.

The new premium structure follows:

Age at 12/31/2000	2000 Employee Life Premium	2000 Dependent Life Premium
Under 25	$0.06	$0.07
25–29	0.06	0.08
30–34	0.07	0.09
35–39	0.09	0.12
40–44	0.14	0.15
45–49	0.25	0.27
50–54	0.42	0.48
55–59	0.66	0.80
60–64	1.03	1.30
65–69	1.85	2.44
70–74	3.32	4.39
75–79	5.64	6.55
80–84	7.95	9.23
85–89	14.44	16.78
90+	21.70	25.21
Child(ren)	N/A	0.082

Don't miss this opportunity to review your BeneFlex Life Insurance coverage. If you do not take action, your current coverages will "roll over" to 2000 and any increase after 1/1/2000 will require proof of good health.

DuPont *Connection*

1-800-775-5955

Financial

Savings & Investment Plan (SIP) and DuPont *Shares*—Merrill Lynch	1-877-337-5267
Financial Planning—The Ayco Corporation	1-800-437-6383
Verification of Employment	1-800-EMP-AUTH
Company Code: DuPont—10110, DuPont Dow Elastomers LLC—10163	(1-800-367-2884)

Personal & Family

Employee Assistance Program (Mental Health/Chemical Dependency)	1-800-435-7266
LifeWorks[SM]	1-800-635-0606
Work Life	1-302-774-1413
Crisis Hotline: Battering, business ethics, harassment, rape crisis, sexual harassment.	1-302-774-8336

Health Care

Health Care Carrier Member Services	See number on medical ID card
Dental Care (CIGNA)	1-800-421-4440
Non-Managed Care Advice/Precertification/Claim Forms (Aetna U.S. Healthcare)	1-800-445-7175
Spending Account Claim Forms—Health Care/ Dependent Care (Aetna U.S. Healthcare)	1-800-323-5479
Prescription Drug Program (Merck-Medco)	1-800-793-8766
Vision Benefits of America	1-800-432-4966

DUPONT®

DuPont **Plain Talk**

Helping you shape your tomorrows

Plain Talk provides you with information about DuPont benefits and other Human Resources issues. Send your comments to:

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OCTOBER 2000

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PlainTalk

BENEFITS ADMINISTRATION
SERVICES—HELPING YOU PLAN
YOUR DIRECTION FOR THE FUTURE

What's New for BeneFlex 2001?

Important changes to your BeneFlex prices and coverage will take effect January 1, 2001. This edition of *PlainTalk* describes what's new for 2001 and provides at-a-glance comparisons of the various BeneFlex options.

We're continuing our initiative to improve service quality, expand options and control costs. The following list highlights changes for BeneFlex 2001.

- New premium rates become effective January 1st. BeneFlex 2001 medical rates will be notably higher than in prior years. BeneFlex life insurance rates will decrease between 8% and 11% for many employee age categories. (Note that rates for the age 30–34 category will increase by 1¢ per $1,000 of coverage.) Accidental death insurance rates will be 25–32% lower. Dependent life insurance rates will also decrease approximately 8% for spouses and 14% for children. Prices for dental and vision will remain fixed at their current levels.

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DUPONT®

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- Working spouses with single medical coverage available at a cost of less than $55 per month may only be covered under DuPont's medical plan on a secondary basis. This is a $5 increase over the year 2000 amount. The spouse must use their employer's medical plan as their primary coverage.
- More options appear on your BeneFlex statement this year.
  - Employees can now elect life insurance coverage for themselves valued up to seven (7) times normal annual earnings. That's two more levels of available coverage compared to last year.
  - Twelve (12) options for dependent life insurance are displayed on your BeneFlex 2001 enrollment worksheet. That's nine (9) new ones! You may elect life insurance valued up to $350,000 for your spouse and/or up to $20,000 for your dependent children.
  - A new medical plan option, the Preferred Provider Organization (PPO), is being introduced at some DuPont sites. This responds to employee requests for a new medical option. Employee premiums for the PPO will be higher than the POS Option P premiums. DuPont will consider the feasibility of expanding the PPO option to other sites in future years (see box on "Additional Choices in Medical Benefits," page 4).
- The BeneFlex life insurance plan is being enhanced. Beginning January 1, 2001, it will include both a portability feature and accelerated benefits for terminally ill employees and spouses. Option Z, Alternative Coverage (the "grandfathered" Non-Contributory and Contributory Group Life Insurance Plans) remains unchanged.
- VBA vision coverage has been upgraded. The enhancements include:
  - in-network coverage of scratch-resistant coatings,
  - a higher wholesale frame allowance, and
  - a higher contact lens coverage amount—$120 instead of $100.
- Dependent eligibility definitions have been updated. Your dependent children no longer need to live with you in order to be covered, as long as they are:
  - Unmarried,
  - Under age 25 (unless physically or mentally disabled), and
  - Claimed as dependents on your federal income tax return (except unmarried full-time students age 24).
- Dependent Care Spending Account (DCSA) rules become more flexible effective January 1, 2001. Updated IRS regulations permit midyear changes to your DCSA payroll deductions if you experience a change in caregiver expenses (charged by a nonrelative). A midyear election change would become effective the 1st of the month following the month in which you report the change.

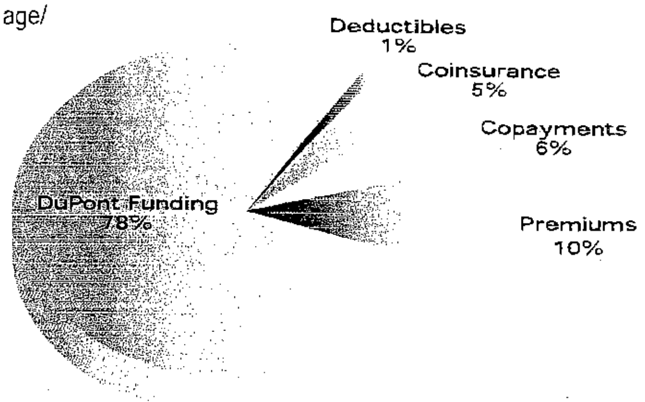
COMING SOON...LONG TERM CARE INSURANCE

Look for announcements in early 2001. We will be offering Long Term Care insurance coverage. Increasing numbers of employees and retirees have expressed concern over the high costs of care for loved ones—when simple things such as getting out of bed, eating or even taking a shower become too difficult to do. We're leveraging the purchasing power of DuPont to bring you access to Long Term Care insurance at group rates. Best of all, this coverage will be offered to you, your spouse, parents and grandparents. The initial sign-up for Long Term Care insurance is scheduled for February 2001, with benefits becoming effective April 1, 2001.

MEDICAL COVERAGE

All of the current DuPont medical options will be continued next year. Copayments for office visits, prescriptions and other services are unchanged. A summary of the plan options is outlined below. Medical plan enhancements (applicable to all options except Option N: No Coverage) include:

- Preventive colonoscopies following the American Cancer Society's age/frequency guidelines
- PSA blood tests to screen for male prostate cancer every year after age 50



In 1999, DuPont paid approximately $310 million in medical claims for employees, pre-Medicare retirees and their dependents. This represents approximately 78% of the total claims for this group. Employee and pre-Medicare retiree premiums, deductibles, copayments and coinsurance accounted for the remaining 22%. For 2001, we estimate this cost-sharing ratio will be closer to 75%/25%.

BeneFlex 2001 Medical Plan Options

	All Network (Option L)	Point-of-Service (Option P) In-Network	Point-of-Service (Option P) Out-of-Network	High (Option A)	Standard (Option B)	Low (Option C)
Your copayment/ annual deductible	*Copayments:* $9/office visit $120/admission	*Copayments:* $17/office visit	*Deductibles:* $330/individual $660/family	*Deductibles:* $150/individual $300/family	*Deductibles:* $250/individual $500/family	*Deductibles:* $1,000/individual $2,000/family
Prescription card program copayments at a Network pharmacy	*Retail (up to 30 days):* Brand $12 Generic $4 *Mail (up to 90 days):* Brand $15 Generic $7	*Retail (up to 30 days):* Brand $20 Generic $7 *Mail (up to 90 days):* Brand $24 Generic $12		*Retail (up to 30 days):* Brand $12 Generic $4 *Mail (up to 90 days):* Brand $15 Generic $7	*Retail (up to 30 days):* Brand $20 Generic $7 *Mail (up to 90 days):* Brand $24 Generic $12	No card program available. Submit claim to Aetna for 60% R&C* reimbursement after deductible
For most covered expenses, Plan pays	100%	90%	70% R&C* after deductible	90% R&C* after deductible	80% R&C* after deductible	60% R&C* after deductible
For covered preventive tests, immunizations, Plan pays	100%	100%	100% R&C*	100% R&C*	100% R&C*	100% R&C*
Annual** Stop Loss—Plan pays 100% after you've paid	$625/individual $1,250/family (applies only to EAP services)	$1,250/individual $2,500/family	$3,000/individual $6,000/family	$625/individual $1,250/family	$1,250/individual $2,500/family	$4,000/individual $8,000/family
Monthly premium cost to you						
1. You only	$54	$29		$69	$29	($30)
2. You + 1	$108	$58		$138	$58	($30)
3. You and family	$162	$87		$207	$87	($30)

*R&C = Reasonable and Customary

**Copayments for office visits and prescription drugs do not count toward annual stop loss.

Note that Employee Assistance Program (EAP) mental health/chemical dependency coverage is not shown on these charts, but coverage remains the same as in 2000 (refer to your *1998 User's Guide*).

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ADDITIONAL CHOICES IN MEDICAL BENEFITS

More and more employees are expressing a desire for additional "choice" in their medical benefits. DuPont recognizes this need and is beginning an initiative to provide further medical options where possible. Future new options may include:

- a choice of two carriers providing the current Options L and P
- an entirely new type of benefit plan, such as a Preferred Provider Organization (PPO)* or an HMO

Because health care costs and delivery vary greatly by geographic area, not all choices may be feasible everywhere.

This initiative will take place over the next several years. How fast (and if) it comes to your area will depend on:

- What kinds of plans are available in your area
- How difficult it is to implement a given choice
- What specific needs and concerns have been expressed by employees

It's important as we consider what to offer to employees that all choices meet DuPont's service requirements. Any additional options must also not increase DuPont's costs.

*PPO—This is a plan that works like the current Option P, except that no referrals are needed for network specialists.

MEDICAL PLAN COST

The increase in total medical plan costs for 2001 is estimated to be 7%. This trend compares favorably with the 8–12% increases reported by many health insurers. (Note that the percentage increase in total plan costs is not the same as the percentage increase in employee premiums.) While news of an increase isn't welcome, substantial increases in health care costs have been reported throughout the health care industry for some time, so it should not be unexpected.

As in recent years, the projected increase will be shared equally between DuPont and the plan participants. We estimate that DuPont will contribute approximately an additional $13.5 million towards the cost of employee and pre-Medicare retiree medical benefits in 2001. Participants' share of the 2001 increase will be directed solely to premiums. This makes sense when we consider that our 2001 premiums will continue to be low relative to most other large companies. Copayment, coinsurance and other plan design features remain unchanged.

BeneFlex 2001 premiums for the Point of Service and Standard options (P and B) are illustrated on page 5. Prices for other options will also increase. Refer to your personalized enrollment worksheet for a complete list of options and prices.

Average Monthly Medical Costs: Options P and B

	2000 Employee Premium	2001 Employee Premium		Estimated DuPont Contribution		2001 Estimated Cost*
Single	$21	$29	+	$253	=	$282
Two-person	$42	$58	+	$522	=	$580
Family	$63	$87	+	$551	=	$638

DuPont contributes the difference between estimated total costs and employee premiums.

*For purposes of this illustration, total costs are net of employee copayments, coinsurance and similar items. The medical plan pays actual covered claims and administrative charges. The data illustrated above reflects estimated costs for the average employee/pre-Medicare retiree and their covered dependents.

LIFE INSURANCE COVERAGE

Good news! For the second year in a row, BeneFlex group life insurance rates will decline. First, effective January 1, 2000, DuPont adopted a "proof of good health" provision that resulted in a rate reduction of 9–14%. For 2001, DuPont awarded our life insurance contract to a different carrier, Prudential, that agreed to lower rates an additional 8–11% (for most age categories) while simultaneously enhancing the coverage. Best of all, The Prudential Insurance Company of America has guaranteed these rates for five years. BeneFlex life insurance and accidental death rates are now quoted using three decimal places.

Important note: No changes in rates or plan provisions apply to participants of the Option Z Alternative coverage, i.e., the Non-Contributory (NCGLI) or Contributory (CGLI) Group Life Insurance plans. Prudential has replaced CIGNA as the carrier but continues the coverage intact.

Contemplating death or a terminal illness can be frightening. We all prefer to focus on living each day to the fullest. Yet, thoughtfully preparing for a life tragedy can bring greater peace of mind. You can help protect your family financially against post-death monetary hardships by purchasing life insurance. DuPont's life insurance plans make financial peace of mind available at economical group rates.

Employee Life Insurance Rate History
Price per $1,000 of monthly coverage

	2001 Premium			2001 Premium	
Age at 12/31/2001	Employee	Spouse	Age at 12/31/2001	Employee	Spouse
Under 25	$ 0.054	$ 0.064	60–64	$ 0.917	$ 1.188
25–29	$ 0.060	$ 0.073	65–69	$ 1.646	$ 2.230
30–34	$ 0.080	$ 0.082	70–74	$ 2.951	$ 4.012
35–39	$ 0.090	$ 0.110	75–79	$ 5.150	$ 5.987
40–44	$ 0.125	$ 0.137	80–84	$ 7.270	$ 8.436
45–49	$ 0.223	$ 0.247	85–89	$13.200	$15.337
50–54	$ 0.374	$ 0.439	90+	$19.830	$23.042
55–59	$ 0.587	$ 0.731	Child(ren)	$ 0.070	

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Accidental Death: New Lower Rates!
monthly premiums per $1,000 of coverage

	2000 Premium	2001 Premium	Percentage Change
Employee	$0.022	$0.015	–31.8%
Spouse	$0.022	$0.015	–31.8%
Children	$0.040	$0.030	–25.0%

NEW BENEFLEX LIFE INSURANCE PLAN FEATURES

The changes outlined below do not affect the "grandfathered" (Option Z) Non-Contributory (NCGLI) and Contributory (CGLI) Group Life plans:

1. **Higher coverage options** are now available for both you and your spouse. These higher levels of available insurance offer you the ability to help provide even greater insurance protection in the unfortunate event of a death.
   - For you: Employees can now elect life insurance in multiples of up to seven times normal annual earnings, subject to proof of good health requirements. Fixed amounts of $10,000 (minimum) and $50,000 continue to be offered. If your pay increases during the year, your BeneFlex life insurance coverage will increase but your cost will not go up for the rest of the year.
   - For your spouse: Available coverage has increased dramatically for 2001, from a year 2000 maximum of $50,000 to a new high of $350,000. If you elect spouse coverage, you have a choice of the following options:

$10,000	$100,000*	$250,000*	
$25,000*	$150,000*	$300,000*	*Subject to proof of good health requirements.
$50,000*	$200,000*	$350,000*	

     Rates for spouse life insurance coverage (see the table on page 5) are based on age and coverage levels. Note that the rates are approximately 8% lower than in year 2000.
   - For your children: Three levels of dependent child(ren) coverage continue in BeneFlex 2001. If you elect to cover your child(ren), you may select from $5,000, $10,000 or $20,000 levels. Coverage for dependent children will no longer be subject to proof of good health requirements. Each dependent child enrolled is covered for the full value of the elected insurance. The same 14-day waiting period before newborn children are eligible for benefits continues. Your decision regarding child coverage is no longer linked to the choices you make regarding spouse coverage; beginning in 2001, child and spouse coverage will be considered two separate benefit categories.
2. **Portability** means you can continue life insurance coverage if you terminate employment. You'll have 31 days to elect to participate in a Prudential group plan at group rates. Your spouse's life insurance coverage will also be portable. He/she may elect to continue participation in a Prudential group plan if the DuPont coverage ends due to termination of your employment, death or divorce.
3. **Accelerated benefit for the terminally ill** assists participants in meeting their final expenses. Up to half the value of your life insurance coverage or $250,000, whichever is less, may be paid to you in the event your life expectancy is less than 12 months. This feature also applies to your spouse's life insurance. Accelerated benefit payments are subtracted from the benefit amount later paid to your beneficiaries.

DuPont encourages you to review the newly available coverage options and plan provisions. Know your options and make an informed decision regarding the financial security for you and your family. That's one step toward achieving greater peace of mind.

PROOF OF GOOD HEALTH

Certain levels of life insurance changes require proof of good health satisfactory to Prudential. These include:

- Dependent Life Insurance changes to any options over $10,000 for your spouse
- Employee Life Insurance option increases
- New Employee Life Insurance elections of more than two times pay

During the BeneFlex 2001 annual enrollment, if you make changes that require proof of good health, you will be asked a series of "yes/no" health questions. If further proof of good health is needed, you will be asked to complete a more detailed form.

DENTAL COVERAGE

There is no change to the DuPont dental plan coverage or prices for 2001. Standard coverage, Option B, continues to be paid by the company.

Dental Coverage

Coverage	High Option A	Standard Option B
Diagnostic and preventive care	100% of R&C*	100% of R&C*
Other services	Approximately 75% of average charge**	Approximately 50% of average charge**
Annual maximum benefit	$2,000/individual	$1,100 individual
Lifetime orthodontic maximum benefit (for dependent children under age 19)	$1,200/child	$1,200/child
Monthly premium cost to you		
1. You only	$26	$0
2. You + 1	$45	$0
3. You and family	$57	$0

*R&C amounts are based on the 90th percentile, which means that 90% of the providers in a geographic area charge no more than the R&C amount, and 10% charge more than that amount.

**Average charge means that 50% of the providers in a geographic area charge no more than the average charge, and 50% charge a higher amount.

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VISION COVERAGE

BeneFlex 2001 offers the same vision options for the same price as last year. Enhancements to the vision benefit coverage include:

- An increased wholesale frame allowance of $50. According to Vision Benefits of America (VBA), over 65% of all the frames manufactured worldwide have a wholesale price at or below our $50 allowance. Remember, if you choose frames that are more expensive than the frame allowance, such as a designer pair, you must pay the difference between the frame allowance and the higher-priced frames you select.
- Coverage of scratch-resistant coatings for covered lenses purchased from a VBA provider. Premium coatings carry a two-year manufacturer's warranty.
- A higher allowance for cosmetic contact lenses.

Your Vision Care Options at a Glance

Coverage	VBA Provider	Non-VBA Provider
Eye exam	100%	Up to $30
Eyeglass lenses, including optional lens tints (once every year) and Eyeglass frames (once every year)	100% after $20 copayment per person including scratch-resistant coatings. Covers frames with a wholesale value up to $50.	Single vision: up to $20 Bifocal: up to $30 Trifocal: up to $40 Lenticular: up to $50 Frames: up to $50
Cosmetic contact lenses (as an alternative to glasses, including eye exam)	Up to $120 allowance toward the total cost	Up to $120 allowance toward the total cost
VBA-approved medically necessary contact lenses (as an alternative to glasses, including eye exam) (once every year)	100%	Up to $150
Monthly premium cost to you		
1. You only	$7.50	
2. You + 1	$13.10	
3. You and family	$18.95	

SPENDING ACCOUNTS

Spending Accounts offer you a way to pay for eligible health care expenses and/or dependent care expenses with tax-free money. The IRS defines eligible expenses. To verify that your expected expenses are eligible for coverage, please refer to the Spending Accounts Summary Plan Description or call Aetna US Healthcare at 1-800-323-5479.

Beginning in 2001, a change in the amount payable to a *nonrelative** for dependent care services may qualify as a midyear Qualifying Life Event (QLE) for purposes of the Dependent Care Spending Account. If your dependent caregiver changes rates in the middle of the year, you may adjust your DCSA payroll deductions appropriately for the remainder of the year. You may also increase or decrease your DCSA payroll deductions, as appropriate, if you change dependent care providers. Any changes become effective the 1st of the month following the month in which you report the change.

*Note that if you use a relative to care for your dependent, the IRS does not permit you to increase or decrease your DCSA payroll deduction in response to a change in your relative's charges.

EXAMPLE OF DEPENDENT CARE SPENDING ACCOUNT QLE

Mary contributes to a Dependent Care Spending Account that covers the cost of her child care services as of January 1, 2001. In May, her child care center raises its rates. Mary can increase her Dependent Care Spending Account payroll deduction to reflect the rate increase. The change would become effective the 1st of the following month.

KINDERGARTEN EXPENSES

Effective January 1, 2001, kindergarten expenses will no longer be eligible for Dependent Care Spending Account reimbursement due to new regulations in IRS Publication 503. However, expenses associated with before- or after-school custodial care will be eligible for reimbursement when submitted separately.

Documentation requirements for day care related to kindergarten should include:

- *Statement* from the care provider identifying the expense (i.e., before- or after-school care).
- *Completed claim form* with disclaimer certifying that before- or after-school custodial care expenses for which reimbursement is requested are not associated with any educational component.

Kindergarten reimbursement requests submitted without disclaimer information will be returned to the member for resubmission.

FINANCIAL PLANNING

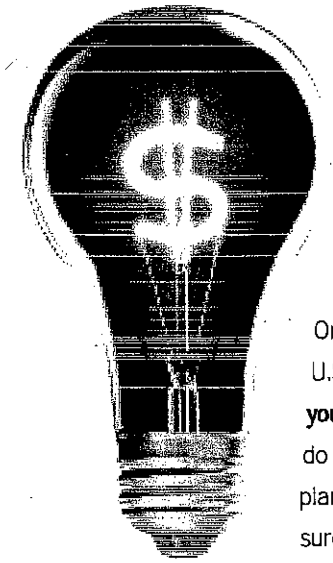
The following table provides a summary of the AYCO financial planning service options for 2001. Option #2: Money in Motion® will now feature The Ayco Financial Network (AFN)—a financial planning resource via the Internet.

Financial Planning Service Options for 2001

Option 1: Ayco Advi$or • All services provided under **Option 4 plus** • Welcome package and extensive questionnaire • The *Personalized Financial Plan*	$22.00 per month
Option 2: Money in Motion® • All services provide under **Option 4 plus** • *Investing in Your Future* guidebook • The Ayco Financial Network, an interactive, password-protected Web site that acts as your "financial planner"	$13.75 per month
Option 3: *Updates* newsletter subscription • Welcome package • *Updates* newsletter subscription (10 issues) • *The Ayco-Approved List of Mutual Funds*	$3.25 per month
Option 4: AnswerLine and *Updates* • Welcome package and brief questionnaire • Personalized financial counseling via *The Ayco AnswerLine®* (up to 3 hours annually) • Access to focus reports and analyses including: • Retirement • Asset allocation • Education • Lease vs. buy • Income taxes • Insurance • Mortgage • *Updates* newsletter subscription (10 issues) • *The Ayco-Approved List of Mutual Funds*	$8.25 per month

Spending Accounts

uPont offers employees two Spending Accounts in which you can put aside pretax dollars from your paycheck to cover qualified expenses:



- Health Care Spending Account (HCSA) for certain health care expenses not covered by other benefit plans.
- Dependent Care Spending Account (DCSA) for some of the expenses you incur for certain dependent care.

HOW DO THESE PLANS WORK?

When you enroll in one or both of these Spending Accounts, the dollars you designate each month will be deducted from your paycheck on a before-tax basis and credited to your personal account(s). Once you incur covered expenses, you submit a claim to DuPont's Spending Account Administrator—Aetna U.S. Healthcare—for reimbursement. In other words, **you put tax-free dollars into a savings account which you can then use for certain out-of-pocket expenses that are your responsibility to pay.** Remember—if you do not use all of the money deposited into your Flexible Spending Account for expenses incurred during the plan year (calendar year), IRS regulations dictate that these remaining funds be forfeited. For this reason, be sure to plan your Flexible Spending Account amounts carefully.

WHAT EXPENSES ARE COVERED?

For HCSA, out-of-pocket expenses include **copayments** (amounts you pay under managed care for office visits and prescription drugs); **deductibles** (designated amount you must pay for medical expenses before the medical plan in which you are enrolled pays); and **coinsurance** (percentage you pay after reimbursement for medical and/or dental expenses).

For DCSA, eligible expenses are those you incur for dependent care (including child care) for your IRS-dependent children **under age 13** and/or an older person living with you whom you claim as an IRS dependent and who is physically or mentally incapable of self-care.

Before you enroll and take advantage of the tax savings available to you in these plans, think about these important points:

- The Internal Revenue Code places certain restrictions on expenses considered eligible (for instance, under the HCSA, cosmetic procedures, services or supplies are excluded). So call Aetna U.S. Healthcare at 1-800-323-5479 to make sure the expenses you plan to claim in 2001 will be covered.
- To be eligible for reimbursement, your 2001 Spending Account claims must be for services received during 2001.
- To be eligible for reimbursement, your 2001 Spending Account claims must be sent to Aetna U.S. Healthcare postmarked no later than April 15, 2002.

- While plans have not been finalized, DuPont is considering adding "direct deposit" to Spending Accounts early in 2001. This means Spending Account reimbursements will be directly deposited to your checking account, like your paychecks. If this optional feature is implemented, all DCSA and HCSA enrollees in 2001 will be contacted and given the opportunity to select direct deposit.

HOW DO I ENROLL?

If you are not currently enrolled and wish to participate for 2001, call 1-800-775-5955 during the BeneFlex change period to make elections. If you are currently enrolled, your 2001 personalized worksheet will state your 2000 designations. To make any changes, call 1-800-775-5955; otherwise your 2000 designations will apply to 2001.

There is an annual maximum contribution for each of the Spending Accounts—$2,500 for HCSA and $5,000 for DCSA—administered via a monthly maximum deduction amount of $208.34 for HCSA and $416.67 for DCSA.

WEB SITE

To estimate your own personal tax savings, should you decide to use a Health Care Spending Account or Dependent Care Spending Account, go to the Aetna FSA Web site through the DuPont intranet at www.aetnaushc.com/products/fsa/index.html and select FSA Advisor. **Or** you can get there through the Internet by going to www.aetnaushc.com and selcting the "SEARCH" function. This will allow you to enter "FSA Advisor" as a topic, which will take you to the worksheets as well. Remember, this is a worksheet that provides tax information and **not** tax advice.

Flexible Spending Account Savings Estimates

Annual Income	Filing Status	Dependents	Taxable Income with FSA	Taxable Income without FSA	Estimated Tax Savings with HCSA	Estimated Tax Savings with DCSA
$30,000	Married, Joint	2	$26,200	$30,000	$182	$80
$30,000	Single	1	$26,200	$30,000	$278	$590
$50,000	Married, Joint	2	$46,200	$50,000	$285	$470
$50,000	Single	1	$46,200	$50,000	$285	$590
$70,000	Married, Joint	2	$66,200	$70,000	$285	$470
$70,000	Single	1	$66,200	$70,000	$309	$680
$70,000	Single	2	$66,200	$70,000	$309	$560

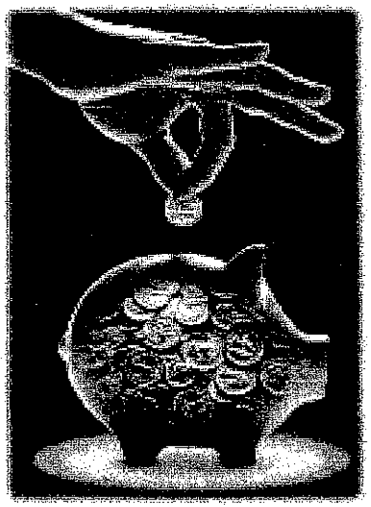
Assumes:
$800 contribution to Health Care Spending Account.
$3,000 contribution to Dependent Care Spending Account.
2000 tax rates—15%, 28%, 31%, 36% and 39.6%.

Note: At income levels between $30,000 and $50,000, filing status with more than one dependent does not significantly affect savings. Claiming more than two dependents does not affect savings due to federal limits on dependent care exemptions.
If contributions were decreased by 50%, savings in each benefit option would be approximately half of the amount listed. Calculations are intended to provide tax information only, *not* tax advice. Savings will vary based on your individual situation.

Please consult a tax advisor to determine what is best in your individual situation.

Planning to Earn More than $85,000 in 2000?

YOU MAY BE LIMITED ON 2001 SPENDING ACCOUNTS

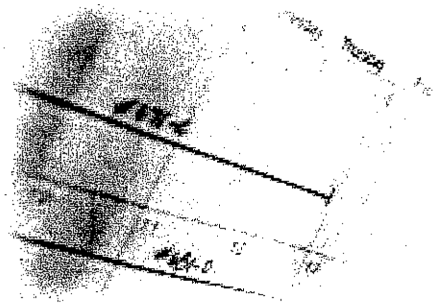


n return for favorable tax treatment, the U.S. Congress requires the Dependent Care Spending Account (DCSA) to pass an annual test designed to ensure a fair mix of participation among employees at all income levels. This test limits the amount that highly compensated employees (as defined by Congress: in 2000, those earning more than $85,000) can contribute on a before-tax basis, depending on what the non–highly compensated employees contribute.

What does this mean for you? If you have a Dependent Care Spending Account and are highly compensated, you could have some before-tax deductions reduced or suspended during the year 2001. If your deductions are reduced or suspended, you'll be informed by DuPont Connection as far in advance as possible.

2001 BeneFlex Enrollment Change Period

IMPORTANT DATES



LATE OCTOBER 2000

Your annual BeneFlex Information Package, containing your personalized statement, will be mailed to your home with instructions on what to do and how to use the automated telephone enrollment system or the DuPont Connection Internet Web site. Additional benefits information is available in this issue of *PlainTalk*, the BeneFlex Summary Plan Description (SPD) and the 2001 Enrollment Guide (available only on request through your site or business HR contact or through the Human Resources home page).

NOVEMBER 13–28, 2000

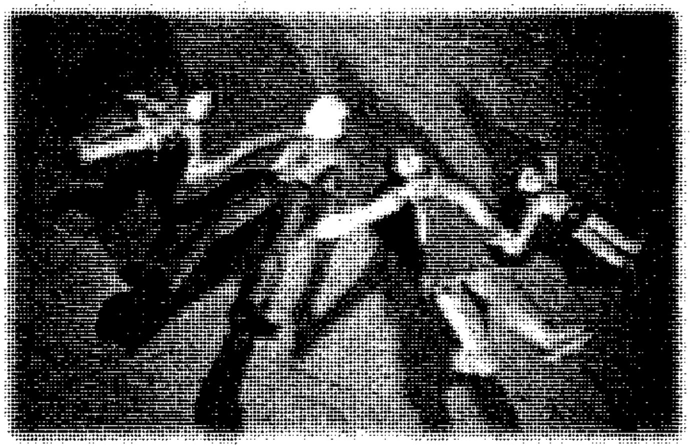
Open Change Period. Call 1-800-775-5955 or access the DuPont Connection Internet Web site at https://www2.benefitsweb.com/dupont.html if you want to make changes for 2001. Otherwise, do nothing and keep the same benefit elections you have at the end of 2000.

Please note: Confirmation statements will be mailed to your home only if you make a change. If you elect to do nothing, your personalized BeneFlex statement, sent with your package in late October, will be the confirmation of your 2001 elections.

JANUARY 1, 2001

BeneFlex elections take effect.

Are Your Dependents Still Eligible for Coverage in 2001?



uring the months of May and June, we asked each of you to review the dependents (spouse and children) that you have enrolled in your DuPont benefit plans to ensure that each dependent fully meets DuPont's eligibility criteria. Now would be a good time to see if anything has changed and review the eligibility of your dependents.

DEPENDENT CHILDREN

As of January 1, 2001, no longer must the children live with you or live at school while attending as a full-time student. This positive change reflects feedback we received from employees during the education/confirmation period.

Your dependent children must meet all of the following criteria:

1. They must be *unmarried*, and
2. They must be *under 25* (unless certified by the medical carrier as handicapped prior to age 25), and
3. *You, the employee, must claim them as dependents on your federal income tax return (except full-time students, age 24, who must meet only the first two criteria).*

SPOUSE

To be eligible for secondary coverage under DuPont, working spouses must enroll for primary medical care coverage with their employer if it is available and their out of pocket individual premium costs for the *lowest coverage available* are less than $55 per month.

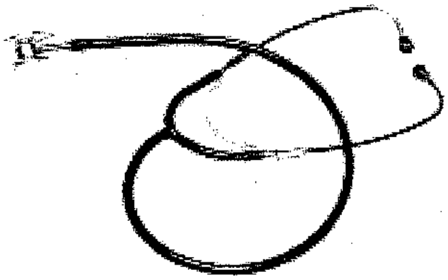
If you are in doubt about the continued eligibility of any of your dependents, it is your responsibility to call DuPont Connection at 1-800-775-5955 to discuss the criteria. *Benefits Administration Services will be conducting periodic audits to ensure that our plans are only covering eligible dependents and will seek recovery of medical claims paid to ineligible dependents.*

If you, the employee, are required by court order to provide medical and/or dental coverage for your children, they are eligible for coverage if they are under 25 and unmarried. The court order must meet the requirements for a qualifying medical child support order. Contact DuPont Connection for procedural details.

See your BeneFlex Summary Plan Description for dependent eligibility criteria for the Vision Care and Dependent Life Insurance plans.

Maintenance of Benefits

HOW IT AFFECTS YOUR MEDICAL & DENTAL CLAIMS



Maintenance of Benefits (MOB) applies when there is coverage under two employer plans *and* DuPont's plan is **secondary.** Here's how it works:

The claim goes to the **primary** plan first, and is reimbursed according to that plan's level of coverage. DuPont then subtracts the amount paid by the **primary** plan from the amount the DuPont (**secondary**) plan normally pays. If there's a balance, the DuPont plan pays it. If the primary plan already paid the same as or more than what the DuPont plan normally pays, there is no further payment by the DuPont plan.

MOB *does* apply to both medical and dental coverages. MOB does *not* apply to prescription drug copay plans (like we have with Merck-Medco), which means you choose whichever prescription drug copay plan works best for you.

What is your role in this process?

To speed up claims processing, let your medical and dental care providers know that you have two coverages and which plan is **primary.** This will tell them where to send the claim first.

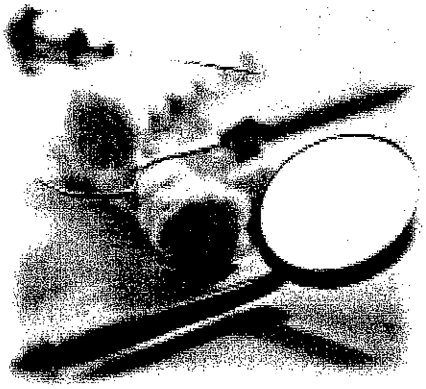
If the carrier for either of your coverages asks you for information on your coverages (which is **primary** and which is **secondary**), respond as soon as you can by calling the carrier's member services number. This request is usually part of an Explanation of Benefits (EOB) form, and the claim will be **pended** (not denied) until you respond.

What is the Working Spouse rule adopted by DuPont effective 1/1/94?

If your spouse is **actively employed** by another employer and can buy that employer's lowest level of individual coverage for less than $55 per month (2001 cutoff), that coverage must be purchased at the first available opportunity as your spouse's **primary** coverage. DuPont **secondary** coverage is then available if you choose to enroll your spouse.

Why is MOB administration by our carriers so important?

Without MOB in place, DuPont could be paying as **primary** in many instances when it should pay as **secondary.** This would increase our claims costs, since the **primary** plan usually pays the largest portion of any claims reimbursement that is due. **And since claims cost increases are shared 50/50 by DuPont and employees covered under the plans,** none of us want to be paying what another employer should be paying.



Does MOB affect my decisions at open enrollment?

It could if you or any of your covered dependents get primary coverage elsewhere, since that coverage may be so rich that no benefits would be paid by a secondary. So, carefully evaluate your two coverages to make sure it's worthwhile for you to carry secondary plan coverage from DuPont.

Active Employees vs. Medicare eligibility due to age or disability: Does my medical coverage change?

The key phrase here is **active employee!** As long as you are an active employee, coverage for you and your covered dependents remains the same—even if you, your spouse or another covered dependent becomes eligible for Medicare due to age or disability. According to Federal law, DuPont must be primary to Medicare in these instances **as long as you are actively employed.** The only exception to this is when you or a covered dependent becomes eligible for Medicare due to End Stage Renal Disease (ESRD). Contact DuPont Connection for further information.

How does this impact the medical coverage you currently have?

If you are in Managed Care Options L or P for the current year, **you stay there!** You do *not* move to MEDCAP Standard at this time. And at open enrollment you can still change options for the next year, as usual.

When does this change?

When you retire! Pensioners and survivors who have at least one covered family member who is Medicare-eligible due to age or disability **must be moved to** MEDCAP Standard, with Medicare primary coverage for the Medicare-eligible family members.

What if I retire from DuPont and my spouse is still an active DuPont employee?

Your spouse, as an active employee, has the DuPont primary coverage explained above. If you are Medicare-eligible due to age or disability, you might consider becoming a **dependent of your spouse,** rather than carrying the coverage in your own name. This will make DuPont your primary coverage by law, so you can then choose to temporarily decline purchasing Medicare Part B. *But remember,* if your spouse is no longer actively employed by DuPont at some time down the road, Medicare becomes your primary coverage, so you need to enroll in Medicare Part B at the time of that change and possibly carry the DuPont coverage in your own name with your spouse as your dependent.

Make Your BeneFlex Changes Online

ast year's introduction to the BeneFlex Web site proved to be a success with 25% of the employees accessing the Web to make changes to their BeneFlex options. The Web site includes information on your current elections and an electronic version of the benefits worksheet, as well as general information about the plan and benefits.

You'll have the same benefit options on the Web site as those shown on your worksheet. Changes can be made right online and saved at any time. You will see your new set of elections and any changes to your payroll deduction immediately.

The Web site will be available 24 hours a day during the BeneFlex Enrollment Change Period, and can be accessed using the same PIN you use to make changes over the phone. Visit the BeneFlex Web site on the Internet at https://www2.benefitsweb.com/dupont.html.

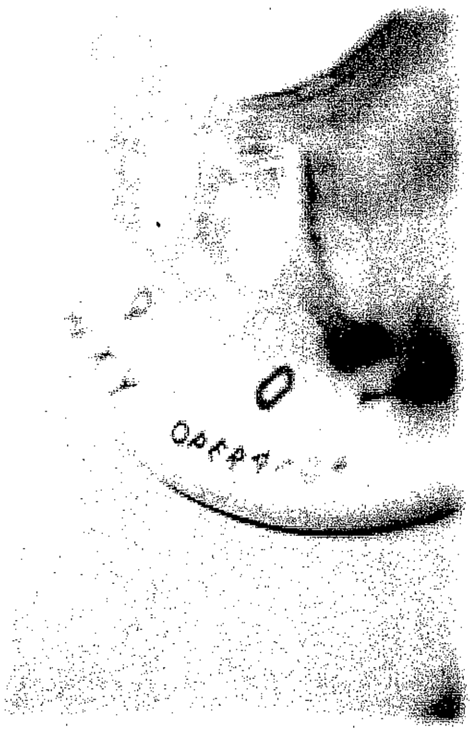
Vacation Cash-Out by November 30, 2000

f you purchased vacation and you aren't going to use it, you have until November 30 to cash out your unused portion. Simply contact DuPont Connection at 1-800-775-5955 to arrange for a taxable cash reimbursement in your December paycheck. If you do not arrange for reimbursement by November 30 and do not use your purchased hours by the end of the year, you lose these hours and the money you paid for them.

LifeWorks

THE COMPLETE EMPLOYEE WORK-LIFE PROGRAM FOR YOU AND YOUR FAMILY

Elder care. Child care. Education. Parenting. When you're part of a family, the issues and questions never end: Will the baby ever sleep through the night? What's the best school for my child? How will I know if an older relative needs my help? We all have questions.



Fortunately, now the answers are as close as your phone. One call to the LifeWorks® employee resource program will put you in touch with consultants who have the professional and personal experience to give you seasoned advice, information and resources to help you plan and prepare for a family, find and choose child care, care for older relatives and adult family members, and much more. Using these professionals to do your legwork will save you time and energy and provide you with peace of mind.

So the next time you have questions about you, your family, your work — or how to manage all three — pick up the phone and give us a call. We can help you find the answers you need.

Call LifeWorks® at 1-800-635-0606. LifeWorks® services are available at no cost to you. It's effective and easy to use. And best of all, it's here for you — any time of day, wherever you are. So get in touch with us today. We have consultants who speak Spanish and offer simultaneous translation into more than 140 other languages. TTY/TDD also available.

LifeWorks®. The answers you want. The help you need. 1-800-635-0606
Visit LifeWorks Online™ at http://www.LifeWorks.com

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Reminder

**THE 1991 SHARES GRANT WILL EXPIRE ON FEBRUARY 14, 2001.
FOR INFORMATION, CONTACT MERRILL-LYNCH
AT 1-877-337-5267**

EAP Can Help!

easonal Affective Disorder, or SAD, is a type of depression that is correlated with the seasons. It is associated with episodes of depression that are related to seasonal variations of light, with the most common type of SAD occurring in the winter. It usually begins in late fall or early winter and goes away by summer, and, as in many cases of major depression, the diagnosis of SAD is a clinical one, based on the presence of specific symptoms.

SAD was first noted before 1845, but was not officially named until the early 1980s. About 20 years ago, soon after coming to the National Institute for Mental Health, psychiatrist Norman Rosenthal, MD, worked with two people who became depressed each winter. Although he suspected such symptoms were rare, he wondered whether other people in the Washington, D.C., area might share a similar problem. After an article about his work appeared in the *Washington Post*, he heard from thousands of people nationwide. The research that followed led to the new psychiatric diagnosis, Seasonal Affective Disorder.

As seasons change, there is a shift in our "biological internal clocks," or circadian rhythm, due partly to the changes in sunlight patterns. This can cause our biological clocks to be out of step with our daily schedules. Many people diagnosed with SAD find that they feel most blue or out of sorts in January and February. Melatonin, a sleep-related hormone, has been linked to SAD. This hormone, which may cause symptoms of depression, is produced at increased levels in the dark. Therefore, when the days are shorter and darker, the production of this hormone increases.

Surveys estimate that four to six of every 100 people may have winter depression. About three-quarters of SAD sufferers are women, but SAD does affect men as well. Although some children and teenagers get SAD, it usually doesn't start in people younger than 20. The risk of SAD decreases as you get older. SAD is more common the farther north you live.

Symptoms of SAD include frequent symptoms of depression during the fall and winter months. While these symptoms may be attributed to other causes, the most common related to SAD are as follows:

- Loss of energy
- Increased sleep
- Difficulty concentrating and processing information

CONTINUED ON PAGE 20

Declining Return in the Stable Value Fund?

s you've probably noticed, short-term interest rates have risen during the past several months. In fact, the yield on 90-day U.S. Treasury Bills has increased from 5.3% on 12/31/99 to 5.9% as of June 30. Despite this increase in short-term rates, the one-year return on the Stable Value Fund (SVF) has fallen from 6.76% on 12/31/99 to 6.71% as of the end of June.

Even though the return decline in the Fund is small, you may be wondering why its return has not increased as the Federal Reserve Board has acted to push interest rates upward. The primary reason is negative cash flow. Simply stated, SIP participant transfer activity out of the SVF into other Plan investment options (e.g., stock mutual funds) exceeds the total of cash from the Fund's maturing investments plus participant transfers into the Fund. As a result, DuPont Capital Management (DCM), the Fund manager, is unable to place any significant portion of the SVF's assets into new investments that reflect today's higher interest rates.

In addition, as rates rise, the market value of some of the Fund's underlying fixed income assets falls, thereby further eroding the SVF's performance. However, through DCM's use of stable value investment contracts that provide for "book value accounting," the SVF's returns are insulated from significant interest rate changes. This controlled "lag" process helps smooth the Fund's returns over time in both up and down markets.

For a more detailed description of DCM's process for managing the Stable Value Fund, please refer to the SVF brochure, which is available from Merrill Lynch at 1-877-337-5267.

Borrowing from Your SIP Account

You can find out if you have funds available to borrow from your SIP account by contacting Merrill Lynch at 1-877-337-5267.

The finance charges (the dollar amount of the interest you pay to your SIP account) will vary with the amount of the loan, the length of the loan and the Annual Percentage Rate (APR).

The chart at the right shows sample finance charges. The actual finance charges you pay will be based on the interest rate in effect at the time your loan is initiated.

Finance Charges per $1,000 Borrowed

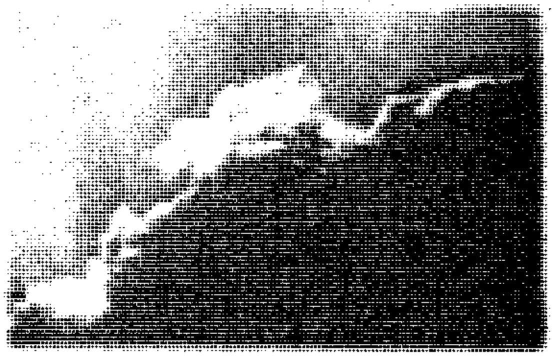
	Loan Term (Months)				
APR%	**12**	**24**	**36**	**48**	**60**
6	$33	$64	$95	$127	$160
8	$43	$85	$128	$172	$217
10	$55	$107	$162	$217	$275

Repayment Terms: The payment terms include your promise to repay any loan in full. You can prepay your loan in full at any time without penalty.

CONTINUED FROM PAGE 18

- Irritability
- Weight gain
- A craving for sweet and/or starchy foods
- A heavy feeling in arms or legs
- Increased sensitivity to social rejection
- Avoidance of social situations
- Full remission from these in spring and summer months

In many ways, the treatment for SAD is similar to that for other major depressive episodes. Antidepressant or mood-stabilizing medication is often prescribed to assist the individual, along with the use of psychotherapy. In addition, the exposure to bright light has been found to be an effective means of treating seasonal affective disorder. Phototherapy or bright light therapy has been known to suppress the brain's secretion of melatonin.



A psychiatrist can prescribe a light box, which provides a measured amount of light equivalent to standing outdoors on a clear spring day.

If you think that you or someone you care about may be suffering from seasonal affective disorder, it is essential that you get help from a mental health professional. For more information, call your site Employee Assistance Consultant at 1-800-435-7266, Option 1 and he/she will be happy to refer you to someone that can get you the assistance that you need. Don't forget that you are not alone—EAP is just a phone call away!

DUPONT *Connection* 1-800-775-5955

FINANCIAL

Savings & Investment Plan (SIP) and DuPont *Shares*—Merrill Lynch	1-877-337-5287
Financial Planning—The Ayco Corporation	1-800-437-6383
Verification of Employment Company Code: DuPont—10110, DuPont Dow Elastomers LLC—10163, Qualicon—10595	1-800-EMP-AUTH (1-800-367-2884)

PERSONAL & FAMILY

Employee Assistance Program (Mental Health/Chemical Dependency)	1-800-435-7266
LifeWorks®	1-800-635-0606
Work Life	1-302-774-1413
Crisis Hotline: Battering, business ethics, harassment, rape crisis, sexual harassment	1-302-774-8336

HEALTH CARE

Health Care Carrier Member Services	See number on medical ID card
Dental Care (CIGNA)	1-800-421-4440
Non-Managed Care Advice/Precertification/Claim Forms (Aetna U.S. Healthcare)	1-800-445-7175
Spending Account Claim Forms—Health Care/ Dependent Care (Aetna U.S. Healthcare)	1-800-323-5479
Prescription Drug Program (Merck-Medco)	1-800-793-8766
Vision Benefits of America	1-800-432-4966

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with the International Brotherhood of Dupont Workers Affiliated
N.C.U.
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NEOPRENE CRAFTSMEN UNION

Local 788

Affiliate of the International Brotherhood of Dupont Workers

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October 12, 2000

Ms. Barbara Jones
Human Resources Associate
E.I. DuPont – Louisville Works

Dear Barbara,

In light of the proposed changes to the medical plan, the Union requests that it be provided the following information and documents so that it can fully understand the Company's proposal and engage in the necessary bargaining.

1. Provide the specific and complete basis upon which the increase in total plan costs for medical premium increases was estimated to be 7% or $27 million. What action will be taken, and when will it be taken, if the actual increase is less than 7%?

2. What are the projected administration fees and realized savings (such as volume discounts, rebates and savings from administrative streamlining) for the 2001 plan year, and what were they projected to be in plan year 2000 and what were they actually?

3. What was the plan year 2000 projected increase in total medical plan costs and the actual increase?

4. What was the amount of the Dupont contribution for medical coverage for the last 5 years, comparing such contribution to the anticipated amount of "almost" $5100 per contract for employees and pre-Medicare retirees in 2001.

5. Why is it that option C credit remains at $30 when total plan costs are rising? How is the $30 figure arrived at?

6. Provide the medical premium information for each company with which Dupont compared its medical premium rates, including that referred to as "Frame of Reference 1999", "Hewitt Survey 1999", "Towers Perrin 1999" and "Mercer 1999".

7. At which sites is the Preferred Provider Organization medical plan being offered?

8. What sites are being offered additional choices in health care options for 2001 plan year? What are those options?

EXHIBIT
tabbles
17

9. What are the specific and complete criteria for a site being offered an additional choice in health care options?

10. Provide the forms to be provided to an employee if that employee makes changes in his/her life insurance that require proof of good health.

11. With regard to the life insurance accelerated benefit for the terminally ill, who must certify that life expectancy is less than 12 months? What is the procedure if there is no agreement on this matter?

12. What is the basis upon which it was determined that a spouse must elect primary coverage through his/her own employer if that company offers medical coverage for less than $55 per month; more specifically, what was the basis for the amount to be increased by 10%, from $50 per month the prior year to $55 for plan year 2001?

13. How many employees of Dupont during plan year 2000 had a spouse that was required to and did elect primary medical coverage from the spouse's employer; conversely, how many employees had a spouse who did not elect primary coverage through the spouse's employer and instead received primary coverage from Dupont.

14. (a) Please explain if Dupont considered providing a medical premium option designed specifically for an employee and family where there is no spouse and, if such an option was considered, please provide specific details concerning the projected cost of such an option. (b) Please provide specific information as to what savings could be projected from such an option being provided, as compared to the option currently offered which is the same cost whether or not there is a spouse.

15. (a) Please explain if Dupont considered providing a discount to those employees who select a medical premium option covering the employee's spouse where the employee's spouse is required to obtain primary coverage from his/her employer. (b) Please provide specific information concerning the projected savings to Dupont of an employee's spouse obtaining such primary coverage from his/her employer as opposed to an employee's spouse who does not obtain such coverage.

The Union understands the Company's desire to proceed as soon as possible with its proposed changes. For this reason, the Union requests that it be provided with this information as soon as possible.

If it is determined that any of this information is not readily available, please provide what you can as soon as possible and provide the rest as soon thereafter as it is available.

So that there is no misunderstanding, please be advised that it is the Union's position that only after all the requested information is provided and negotiations have been completed, and there is either an agreement or a good faith impasse, can the Company make any changes to the existing medical plan, including costs, coverage and the like.

Sincerely,

Carl J. Goodman

Carl J. Goodman, President

cc: Kenneth Henley, General Counsel, IBDW

Carl J Goodman **10/24/2000 01:01 PM**

To: Brenda C Kelsey/CL/DuPont@DuPont
cc: Gregory K Lowman/CL/DuPont@DuPont, Daniel L Manley/CL/DuPont@DuPont, Stephen Dale Clubb/CL/DuPont@DuPont, Charles T Helwig/DDE/DuPont@DuPont, Michael N Sanchez/AE/DuPont@DuPont, Barbara L Jones/AE/DuPont@DuPont
Subject: Beneflex enrollment

Brenda,

The Union is on record that we believe it is unlawful for the Company to be sending out Plain Talk and enrollment sheets to bargaining unit employees when the Company has failed to negotiate with the Union the Company's proposed healthcare rates and provide the healthcare related information we have previously requested. Until the detailed information is provided, and the healthcare negotiations have been completed with the Union, we urge you to immediately cease and desist any direct activity with bargaining unit members on this subject, including but not limited to, the sending of Plain Talk and enrollment sheets to our members homes.

Carl

EXHIBIT
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Carl J Goodman **10/25/2000 04:53 PM**

To: Brenda C Kelsey/CL/DuPont@DuPont
cc: Gregory K Lowman/CL/DuPont@DuPont, Daniel L Manley/CL/DuPont@DuPont, Stephen Dale Clubb/CL/DuPont@DuPont, Charles T Helwig/DDE/DuPont@DuPont, Michael N Sanchez/AE/DuPont@DuPont, Barbara L Jones/AE/DuPont@DuPont
Subject: Re: Beneflex enrollment

Brenda,

The Union acknowledges receipt of your 4:37 p.m. reply today regarding "Beneflex enrollment". Please be advised that the Union maintains its objections to the employees being sent the enrollment information. Furthermore, the Union maintains its objections to any changes to the Plan, including cost and coverage, until the requested information is provided to the Union and the negotiations are completed.

Carl

Brenda C Kelsey

Brenda C Kelsey 10/25/2000 04:37

To: Carl J Goodman/DDE/DuPont@DuPont
cc: Gregory K Lowman/CL/DuPont@DuPont, Daniel L Manley/CL/DuPont@DuPont, Stephen Dale Clubb/CL/DuPont@DuPont, Charles T Helwig/DDE/DuPont@DuPont, Michael N Sanchez/AE/DuPont@DuPont, Barbara L Jones/AE/DuPont@DuPont
Subject: Re: Beneflex enrollment

Carl,

The Beneflex Plan was agreed to by the NCU several years ago, so any bargaining obligations were met at that time. Since that agreement, each year Management has informed the NCU of any changes that would be forthcoming for the next plan year. Part of our responsibility as management is to also make employees aware of such changes and we have used "Plain Talk" as one of the methods to accomplish this. We have met our obligation to inform you of the changes to the Plan and we have no plans to delay the mailing of "Plain Talk" or Beneflex enrollment forms.

10/24/2000 01:01 PM

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To: Brenda C Kelsey/CL/DuPont@DuPont
cc: Gregory K Lowman/CL/DuPont@DuPont, Daniel L Manley/CL/DuPont@DuPont, Stephen Dale Clubb/CL/DuPont@DuPont, Charles T Helwig/DDE/DuPont@DuPont, Michael N Sanchez/AE/DuPont@DuPont, Barbara L Jones/AE/DuPont@DuPont
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EXHIBIT 19

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Carl

Carl J Goodman **10/25/2000 04:58 PM**

To: Brenda C Kelsey/CL/DuPont@DuPont
cc: Gregory K Lowman/CL/DuPont@DuPont, Daniel L Manley/CL/DuPont@DuPont, Stephen Dale Clubb/CL/DuPont@DuPont, Charles T Helwig/DDE/DuPont@DuPont, Michael N Sanchez/AE/DuPont@DuPont, Barbara L Jones/AE/DuPont@DuPont
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Carl

A NEOPRENE CRAFTSMEN UNION PUBLICATION

CRAFTSMEN NEWS

P.O. Box 16333 • Louisville, KY 40256-0333

August 24, 2001

From The President

Explode: *ex-plode (ik-splod') v. 1. To release mechanical, chemical, or nuclear energy in an explosion. 2. To burst violently as a result of internal pressure. 3. To burst forth or break out suddenly and often violently. 4. To increase suddenly and sharply, and without control. – tr. 1. To cause to explode or burst violently and noisily. 2. To show to be false or unreliable: explode a hypothesis. 3. To drive off the stage by the unrestrained expression of dissatisfaction.*

Explosion: *ex-plo-sion (ik-splo' zhen) – n. 1. a. The act or example of exploding. b. The loud, sharp sound made by this. 2. A sudden and often vehement outburst, as of emotion. 3. A sudden and great increase: the cultural explosion.*

-The American Heritage Dictionary

As your Union President, I believe I should notify you that I'm of the serious opinion that an explosion is inevitable if the management of the Louisville Site continues down the path they are currently headed. This forthcoming explosion may be one of emotion and/or it may be one of actual equipment exploding. Regardless of what explodes, I firmly believe it will be contributed to a management action and/or lack of management action and the employees and their families will suffer greatly.

I am not trying to put a scare into people needlessly, but I base my predictions on what I have personally witnessed and been directly involved in while doing my union duties. While there are many examples we can discuss regarding this subject lets discuss two cases that I believe have the most "explosion" possibilities written all over them.

The first and foremost case is DuPont managements notice to us at the end of July stating their desire to soon reduce the Powerhouse to one operator per shift. By DuPont managements own admission nothing had really changed in the Powerhouse other than Dupont wanting to save money by reducing costs and eliminate some Powerhouse operators. Management feels that this, in itself, is sufficient enough reason to eliminate one operator per shift and place the Powerhouse workload on the one remaining operator. Never mind that this one operator has the full burden of operating safely the entire Power operations that run from the Powerhouse to the well field. Never mind that this one operator will be physically leaving the Powerhouse control room to take readings, operate valves, go to the well field, etc. all the while praying to God that since there is no back-up operator ("second set of eyes") that the boilers high level gas alarms won't go off in the operators absence or some other main event that has the potential of blowing up the boilers and putting everyone out of a job! And yes, that means both DuPont and DuPont Dow Elastomers employees run a very good chance that we are all out of a job since the Powerhouse supplies steam to both sides of the site. Just never mind that DuPont management is willing to take these kinds of risks to save a buck! Just never mind that the operator will be alone for the entire shift should the operator experience a heart attack, a serious fall, or some other misfortune. Just never mind that the list of safety concerns by the workers, community and union could go on and on over this issue.

Just never mind? – I don't think so!

We are all used to manpower reductions at this site and the remaining workers struggles that come with those untimely and usually improper reduction decisions. However, I, along with the rest of your Union Committee, believe that no manpower reduction to date holds as serious potential of producing a catastrophic event like this Powerhouse manpower reduction holds. This one impacts both sides of the site and all the employees within Louisville Works and for that matter the community.

(Continued on back)

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To date, I'm happy to report that our discussions and letter writing efforts have put DuPont management on hold. However, our biggest fear is that this is just a *temporary* hold and all indicators are that management intends to proceed with this unbelievable plan to save a buck. Until DuPont management tells us they will formally cancel this "save-a-buck" risky plan, and they go forward with it I believe they are certainly setting in place an "explosion" waiting to happen. I would much rather scare the hell out of some people now in trying to stop this management effort then being in front of the cameras on the union's behalf telling the media "we told them not to do it but they did it anyway just to save a buck!"

The second case that I believe may soon reach the explosion level is that the DuPont Dow contract has been opened for improvements by the Union. The Union opened this contract to achieve significant improvements to the workers benefits and conditions of employment. Our DDE members have made no secret on how bad they want their benefits improved, most specifically their healthcare and pension benefits. They also have told us of their desires (through surveys mailed to their homes and verbal comments) that they want significant improvements to local contractual provisions and other benefits. All of the member's major issues were reduced to approximately fourteen union items that we currently have carried to the bargaining table. Local DDE management has said they have the power and authority at this site to make the improvements we are requesting if they so desire. While very few people actually believe these local managers can or would have the nerve to change a "corporate plan", time will soon tell if it will take an "explosion of emotion" to get local and corporate managements attention that this is the time to make these significant improvements.

The bottom line is that the DDE workers are soon going to get to vote on their future working conditions. Based on the fact that DDE has allowed its wage roll workforce to dwindle in the last five years of the Company existence to only 225 workers, with no replacements, the worker frustration is mounting. Management has not been listening very well to the remaining frustrated workers and the workforce continues to dwindle. So now here we are at the bargaining table trying to address many of the workers concerns and help relief some of that worker frustration. Again, I believe an emotional explosion may be pending in the voting booth on what management forces on the workers through the proposals the Company brought to the bargaining table and the union proposals they fail to grant to improve the remaining workers and their families future.

These aforementioned items are just two big examples of potential explosions that may occur soon that will forever impact this site. The burden of avoidance to these potential explosions rest squarely on the decisions DuPont and DDE management make in the near future.

However, as a union member you have a responsibility to try to persuade management to do the right thing. It is every member's responsibility to stop, call, write or tell the managers how you feel on these matters in an effort to help each other. Unfortunately, a majority of our members just mumble to themselves about the conditions management create instead of speaking out to let them know the jeopardy many of their decisions may cause. It's certainly time to speak up before there is so few of us left here they won't hear our voices anyway.

This is a very busy time for your Union Committee with DDE contract and DuPont wage negotiations going on at both sides of the site. In addition, there is much activity going on in the grievance/arbitration arena and NLRB charges have been flying faster than anytime in the recent past. In fact there really is so much going on for your union it simply is impossible to cover every issue we are facing in a newsletter. Therefore, I encourage you to attend the September 11th regular scheduled membership meeting to get more facts and details on what your Union is involved with for your benefit. In the interim, I ask for your continued support.

In solidarity,
Carl J. Goodman

IBDW INFORMATIONAL PICKET

Due to the lack of improvements to our antiquated DuPont Pension Plan, the IBDW is conducting another informational picket on Wednesday, September 19th in front of DuPont, DuPont Dow Elastomer, and DuPont Canada sites to bring literally international public attention to get much needed significant improvements to this Plan. We will bring you more information on this important event at the upcoming membership meeting.

NLRB CHARGES

The Union filed a NLRB charge against DuPont for their Supervisor Mike Bosse unilaterally closing down the garage break-room and evicting the workers from that break-room in order for him to turn it into a storage room. The NLRB ruled that this case should go to the grievance/arbitration process.

The Union filed a NLRB charge against DuPont for taking away bargaining unit work when DuPont Superintendent Brent Sparks gave an outside Company our plant air production work. This case is pending before the Board.

The Union filed a NLRB charge against DuPont for its Superintendent Brent Sparks making Union reps leave a meeting he conducted that removed our member Tony Aemmer from the plant for disability reasons. The Board is currently investigating this case and it should be noted that Tony requested the Union reps to be there!

The Union filed a NLRB charge against DuPont Dow Elastomers for unilaterally changing the Variable Pay Plan to exclude employees they place on probation from getting any payout.

The Union filed a NLRB charge against DuPont Dow Elastomers for failing to provide their investigation records of the harassment investigation they said they conducted and found no truth in the supervisory harassment allegation made by our member Mike Alioto.

PACE STEWARDS TRAINING

Paper, Allied-Industrial, Chemical and Energy Workers International Union (PACE) has made us an offer to train our stewards on grievance handling, dealing with management, NLRB violations, safety & health issues, OSHA, etc. We discussed this PACE training program with our stewards at the steward meeting on August 14th and they believe for the betterment of the union and to serve our members better we should accept their offer. We will discuss this matter further and seek final approval at the upcoming membership meeting.

DUPONT WAGE NEGOTIATIONS

We are currently in wage negotiations with DuPont to get our DuPont members their much-needed annual wage increase. The Union has made our presentation to DuPont management asking them for a 5% across the board increase; a 25 cent shift increase; a quarterly cost of living adjustment; and a $1, 000 signing (agreement) bonus. We believe these financial requests are completely in line with what the area businesses are doing and with the unbelievable healthcare costs we have to deal with. In addition, four of the seven businesses DuPont used in their presentation showed 4% increase are better (two were 5+% increases)!

NCU MEMBERSHIP MEETING

On September 11, 2001, there will be a regularly scheduled membership meeting at 5 p.m. at the Carpenters Hall, 4017 Dixie Highway. We encourage ALL members to attend. DuPont members have been doing an excellent job of "showing up in force" at all of these membership meetings and we encourage our DDE members to follow their lead.

A CLOSING THOUGHT

The following chart is a bold reminder as we work at the respective bargaining tables in an effort to get our DuPont members a fair and equitable pay raise and our DuPont Dow members a complete and fair Collective Bargaining Agreement (contract). We reprint the reality of what both of these companies have handed us in healthcare costs and the importance that now is the right time that they help right this wrong.

HEALTHCARE COSTS – Employee Premiums Skyrocket

Despite "Managed Care"- Healthcare Costs To Employees Continues To Dramatically Climb And Substantially Offsets Any Wage Increases Employees May Receive!

Option P:	**1996***	**1997**	**1998**	**1999**	**2000**	**2001**
1 person:	$8.40	$12.40	$16.50	$19.00	$21.00	$29.00
2 person:	$16.80	$24.80	$33.00	$38.00	$42.00	$58.00
Family:	$25.20	$37.20	$49.50	$57.00	$63.00	$87.00
% of Increases:		**48%**	**33%**	**15.2%**	**10.5%**	**38.1%**

In addition: 2001 Option P Office visits: $17; Prescriptions: $20 Brand name, $7 Generic

*** Comparing 2001 Option P monthly rates to those in 1996 reflects *a 245% increase!***

Option L:	**1996 ***	**1997**	**1998**	**1999**	**2000**	**2001**
1 person:	$26.50	$32.50	$37.00	$41.00	$44.25	$54.00
2 person:	$53.00	$65.00	$74.00	$82.00	$88.50	$108.00
Family:	$79.50	$97.50	$111.00	$123.00	$132.75	$162.00
% of Increase:		**23%**	**14%**	**11%**	**8%**	**22%**

In addition: 2001 Option L Office visits: $9; Prescriptions: $12 Brand name, $4 Generic

*** Comparing 2001 Option L rates to those in 1996 reflect a 103% increase!**

N.C.U. Affiliated with the International Brotherhood of DuPont Workers

CRAFTSMEN NEWS

P.O. Box 16333 • Louisville, KY 40256-0333

October 15, 2001

Dear N.C.U. Member,

Here is the latest on the outrageous health care cost increases that DuPont and DuPont Dow Elastomer (DDE) management announced for 2002.

After their announcement, we gave management an information request prepared by the attorneys to begin the process of making these two companies justify the unbelievable costs they want to pass on to you and your families.

For example, are we being asked to pay 50% of all increases in health care cost, or are we being asked to pay more than that? We are not going to just accept management's numbers.

Many of you asked to see that request and we have printed the one to DuPont management on this newsletter for your review. The DuPont Dow information request is very similar in nature.

While we have the opportunity, we want to make a point that the DuPont Dow contract has expired and we are currently working under a "day by day" agreement under the old contractual agreement. Some of you have asked us to immediately terminate that "day by day" agreement and have the DDE membership walk out over this healthcare employee cost fiasco. We think the wiser decision is to see if the Company will respond to our healthcare proposal (to pay the employee premiums), analyze their response and then decide where to go from there. We can then make a more informed decision about conducting a work stoppage.

Unfortunately, DDE management is dragging their feet in these negotiations on addressing any of our proposals. We do not know when they intend to address our healthcare proposal but eventually they will have no choice but to respond. In the interim, we encourage you and your family to do the very thing management is doing (as they have indicated in their internal management documents) - make contingency plans.

Regardless of which side of the Site you work on, do not believe there is nothing you can do about what these companies intend to do to us. Simply don't accept the managers rhetoric – which they don't even believe – that "this is fair" or expecting us to be empathetic because "we have to pay it too". They can treat us better and they know it!

One doesn't have to look too far around - whether its right next door at Rohm Haas or American Synthetic or at the two Louisville Ford plants to know there are many employers in this very community that think more of their employees by paying more of their premiums (or in the case of Ford, all the employees premiums)!

DuPont and DDE management always say they want to hear from their employees. Let them hear from YOU!

If you are a DuPont employee sit down at the computer today and write DuPont CEO, Chad Holliday and Plant Manager Mike Sanchez a protest letter. If you are a DDE employee sit down at the computer today and write DDE CEO, Theo Krapels and Plant Manager Dave Pigion a protest letter.

Tell these individuals the financial devastation their decisions will cost to you and your families. Tell them how these 81% Option L and 58% Option P increases will gobble up your 3% raises. Don't sit back and let someone else write a letter for YOU! As only YOU know what these increases will do to your family and financial security. It's up to these managers to stop and reverse this course of destruction on employee morale and financial growth.

Please copy your letter to your Union Committee so we know first-hand what is being said and that everyone is doing their part in this grassroots campaign to stop this injustice.

Sincerely,
Your N.C.U. Executive Committee

(Continued on back)

EXHIBIT 25

Human Resource Specialist
E.I. DuPont, Louisville Works

October 10, 2001 (Hand Delivered)

Dear

The following information is essential to the Union's ability to properly represent the bargaining unit employees in evaluating the health care cost increase that has been proposed by Dupont. This information will allow the Union to confirm and verify the accuracy of the cost shares as represented by DuPont, and verify that DuPont is in fact paying a full 50% of the annual premium increase.

1. Provide premium increase data and calculations and related rating information for our site for years 1996, 1997, 1998, 1999, and 2000. This data must include (a) co-pays; (b) deductibles; (c) premiums; and, (d) administrative costs. If there is other data necessary for the Union to understand how DuPont determines premium increase rates, please provide it.

2. Provide the total amounts of (a) premiums paid; (b) deductibles paid; and (c) co-payments paid by covered plan members for our site for the years 1996 through 2000.

3. For the Beneflex plan and the cost sharing arrangements which apply broadly to all DuPont locations, please (a) confirm that the total cost of the Plan equals company pay-out plus employee premiums plus employee co-payments plus employee deductibles; (b) provide the total company pay-out for each year 1996 through 2000; (c) provide the total premiums paid by covered employees in each of these years; (d) provide the total co-payments paid by covered employee in each of these years; (e) provide the total deductibles paid by covered employees in each of these years.

For Items 3(b)-(e), please breakdown the information into corporate-wide data and specific site data.

4. Please provide dollar amounts showing the relationship of DuPont's payout to total plan cost (company wide) for the years 1996 through 2000. In performing these tabulations, assume total plan costs equals company payout plus employee premiums, co-pays and deductibles.

5. Please provide the dollar amounts paid company wide to all vendors and consultants and a description of the work or functions performed by each.

6. Please provide the dollar amounts paid company wide to DuPont in-house personnel and a description of administrative functions performed by such personnel.

7. Premiums for any upcoming year are calculated on the basis of estimated claims that are derived by applying certain assumptions to actual claims from prior years. Ultimately, with the passage of time, estimated claims become actual claims, and the Union should be able to determine the accuracy of premium projections. To enable the Union to do this, please provide the following, breaking down the information into corporate-wide data and specific site data for each category set forth below (a-e):

(a) Please provide the 1996 through 2000 Premium Increases sheets.
(b) Please provide the hard claim figures for these years.
(c) Please specify whether the hard claim figures include administrative charges.
(d) Please explain the process used to incorporate over-estimates of projected claims in an earlier year into calculations of monthly premium rates in a subsequent year.
(e) If adjustments for over-estimates have not been made, please explain how DuPont believes that this constitutes fiduciary responsibility.

8. Please provide the name of the individual who is responsible for DuPont's actuary function.

9. For the years 1996 through 2000, please provide the cost sharing for each plan type (i.e., family, 2 person, single). Please break this information down by employee share, company share and plan option (i.e. LP, etc.).

To properly represent the employees in evaluating the annual premium increase it is respectfully requested that this information be received by the Union no later than November 1, 2001; in any event, it is requested that the increase in the premium not be put into effect until the requested information is provided and good faith negotiations are completed.

Should DuPont challenge its obligation to supply any portion of the requested information, or have legitimate questions concerning the meaning or relevancy of any portion of this request, such challenges or questions will not relieve DuPont of its duty to supply the remaining portions.

If items of information are withheld for reasons of confidentiality, please provide a written description of each item of withheld material and the reasons for the claims of confidentiality. Please know that the Union will not accept blanket claims of confidentiality. Such description shall include the title of the document, its general contents, authors, recipients and the name and title of any attorneys where a claim of privilege is exercised. With regard to information that is withheld for the alleged proprietary or trade secret nature of the material, the Union requests that proprietary or trade secret information be struck so that the material can be supplied within the two-day period. Acceptance of such material by the Union does not constitute a waiver on the part of the Union to its right to challenge the DuPont's claim to confidentiality at a later date.

Sincerely,

OCTOBER 2001

7(J)

PlainTalk

DUPONT BENEFITS ADMINISTRATION SERVICES—
HELPING YOU PLAN YOUR DIRECTION FOR THE FUTURE

What's New for 2002 BeneFlex?

Employees enrolled in Option A Medical for 2001 who do not make a new election will be defaulted to Option B Medical for 2002.

The big changes in BeneFlex for 2002 are in our Medical Plans.

There are significant increases in premiums and also major changes in plan design. The biggest change is a total redesign of the prescription drug program. (For more explanation of these changes, see the section on Medical Coverage.)

Working spouses with single medical coverage available at a cost of $100 or less per month may only be covered under DuPont's plan on a secondary basis. This is a $45 increase over the year 2001 amount. The spouse must use their employer's plan as primary coverage.

The maximum annual amount that you may contribute to a Health Care Flexible Spending Account has been increased from $2,500 to $5,000.

CONTINUED ON PAGE 2

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Providing health care coverage for handicapped children over age 25...25

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DUPONT
The miracles of science™

What's New for 2002 BeneFlex?

CONTINUED FROM PAGE 1

Medical Coverage

Except for Prescription Drug benefits, the basic plan features have not been adjusted upward since 1995. So that we balance our cost-sharing between plan design and premiums, the following plan design changes are being made for 2002:

- **Eliminate Option A:** This option has very few employees enrolled and cannot be priced reasonably to match its actual costs. We are choosing to eliminate it rather than to raise premiums until it is too expensive for anyone to afford.

  NOTE: Employees enrolled in Option A for 2001 who do not make a new election will be defaulted to Option B for 2002.

- **Adjust Office Visit Copayments:** Option L—from $9 to $10, Option P—from $17 to $20.
- **Adjust Hospital Admission Copayments:** Option L—from $120 to $200.
- **Adjust Deductibles** for all Options.
- **Adjust Stop-loss Amounts** for all Options. These have not been changed since 1994. This will be done in two steps. For 2002 we will move to the amounts shown in the chart and will make another, similar adjustment in 2003.
- **Add Stop-loss Protection** for in-network prescription drugs of $1,500/person/year.
- **Prescription Drugs**—The design of the Retail component of the prescription drug program is being changed to a **coinsurance model** where participants will pay 30% of the discounted price of the drug, subject to a minimum payment of $20 for brand drugs and $7 for generics (or the actual cost of the drug, if less). We believe this design will help participants become more aware of the true costs of prescription drugs and encourage them to purchase drugs in a cost-effective manner.

	Option L	Option P		Option C	Option B
		In-Network	Out-of-Network		
Office Visit Copay/ Deductible	$10/Office Visit	$20/Office Visit	$500/Individual $1,000/Family	$2,000/Individual $4,000/Family	$500/Individual $1,000/Family
Other Services	100%, $200/adm.	90%	70% R&C	60% R&C, Deductible	80% R&C, Deductible
Covered Preventive Tests and Immunizations	100%	100%	100% R&C	100% R&C	100% R&C
Rx Drugs Copay					
Retail Brand (up to 30 days)	30%, $20 min.	30%, $20 min.		No card program or mail order available. Submit claim to Aetna for 60% R&C reimbursement after deductible.	30%, $20 min.
Retail Generic (up to 30 days)	30%, $7 min.	30%, $7 min.			30%, $7 min.
Mail Brand (up to 90 days)	$45	$45			$45
Mail Generic (up to 90 days)	$16	$16			$16
Stop-loss (Rx)*	$1,500/Individual	$1,500/Individual	N/A	N/A	$1,500/Individual
Stop-loss	$1,000/2,000 (MH/CD Only)	$1,600/Individual $3,200/Family	$4,000/Individual $8,000/Family	$5,000/Individual $10,000/Family	$1,600/Individual $3,200/Family
Premiums					
Single	$97.50	$45.75		$(30.00)	$45.75
Two Person	$195.00	$91.50		$(30.00)	$91.50
Family	$292.50	$137.25		$(30.00)	$137.25

NOTE: The prescription drug program is now the SAME for Options L, P, and B. (Option C does not have a prescription drug card component.)

**Applies to participating retail pharmacies and mail service only.*

The changes to Option P are summarized in the following chart:

	2001		2002	
	In-Network	Out-of-Network	In-Network	Out-of-Network
Office Visit Copay/ Deductible	$17/Office Visit	$330/Individual $660/Family	$20/Office Visit	$500/Individual $1,000/Family
Other Services	90%	70% R&C, Deductible	90%	70% R&C, Deductible
Rx Drugs				
Retail Brand	$20 (up to 30 days' supply)		30%, minimum $20 (up to 30 days' supply)	
Retail Generic	$7 (up to 30 days' supply)		30%, minimum $7 (up to 30 days' supply)	
Mail Brand	$24 (up to 90 days' supply)		$45 (up to 90 days' supply)	
Mail Generic	$12 (up to 90 days' supply)		$16 (up to 90 days' supply)	
Stop-loss (Rx)	None	None	$1,500/Individual	None
Stop-loss (Med/MH/CD)	$1,250/Individual $2,500/Family	$3,000/Individual $6,000/Family	$1,600/Individual $3,200/Family	$4,000/Individual $8,000/Family

BeneFlex 2002 Mental Health and Chemical Dependency Benefits

		Option P (Point-of-Service)				
Coverages	Option L (All Network)	In-Network Coverage	Out-of-Network Coverage	Option B (Mid)	Option C (Low)	Option N[1] (No Coverage)
Mental health and chemical dependency benefits—In-Network (when using the DuPont EAP)						
Plan payment for inpatient, outpatient mental health care/ chemical dependency care	90%	90%	N/A	90%	90%	90%
Your annual maximum out-of-pocket expense (plan pays 100% after you've paid this amount)	$1,000/Individual $2,000/Family (applies only to EAP services)	Included in medical	N/A	Included in medical	Included in medical	$1,600 (applies only to EAP services)
Mental health and chemical dependency benefits—Out-of-Network (when not using the DuPont EAP)						
Plan payment for most inpatient, outpatient mental health care/ chemical dependency care	No benefit	N/A	70% R&C – Deductible – Precert – Licensed MH provider – Use licensed facilities	80% R&C – Deductible – Precert – Licensed MH provider – Use licensed facilities	60% R&C – Deductible – Precert – Licensed MH provider – Use licensed facilities	No benefit
Your annual maximum out-of-pocket expense (plan pays 100% after you've paid this amount)	N/A	N/A	Included in medical	Included in medical	Included in medical	N/A

[1]Applies to active employees only for services referred by a DuPont EAP Counselor. No dependent care coverage is provided.

What's New for 2002 BeneFlex?

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Retail Coinsurance Example
New Retail Prescription Drug Design

You will now pay 30% of the discounted price of your prescriptions at your local network pharmacy (for a 30 days' supply or less), subject to minimum copayments of $20 for brand name drugs or $7 for generics. In no case will you pay more than the discounted price. Here are some examples for brand name drugs:

Drug costs $75:	**30% of $75 = $22.50**	**You pay $22.50**
Drug costs $50:	**30% of $50 = $15.00**	**You pay $20.00—minimum**
Drug costs $16:	**30% of $16 = $4.80**	**You pay $16.00—actual cost/discounted price**

When you drop off your prescription, be sure to ask about what it will cost. This is a good time to ask if there are generics or other lower cost alternatives available. Check with your doctor about whether generics or other lower cost alternatives are appropriate for you.

Medical Plan Costs

The increase in total plan costs for active employees and pre-Medicare retirees is estimated to be 13.5% over 2001 costs, or about $65 million. As in recent years, the projected increase will be shared equally between DuPont and the plan participants. DuPont will contribute approximately an additional $32.5 million towards the cost of employee and pre-Medicare retiree medical benefits in 2002. The plan changes and premium increases will account for the remaining $32.5 million.

Here is a summary of the premium changes and how they will change from 2001:

	Monthly Premiums (Options P and B)		Increase over Prior Year (Options P and B)	
	2001	2002	2001	2002
Single	$29.00	$45.75	$8.00	$16.75
Two Person	$58.00	$91.50	$16.00	$33.50
Family	$87.00	$137.25	$24.00	$50.25

Background

DuPont has delivered health care benefits to employees, retirees and their dependents under the same basic design concept since 1994—an 8-year period. We chose Point of Service managed care as a best practice and until recently, this model has served us well, helping to keep costs down and deliver quality services to participants. Recently we have begun to see a return to the double-digit health care inflation of the early '90s and as a result, costs are skyrocketing for DuPont and for participants.

The reasons for this are not simple, but one of the large nationally known benefits consulting firms lists these factors, all of which apply to us at DuPont:

- The delivery system is fighting back against years of deeply discounted services, and providers (hospitals, doctors, and laboratories, etc.) are demanding higher reimbursements
- The population is aging and, therefore, using more health care services
- The gains in efficiency from managed care have reached the point of maximum return.

In addition, changes in the way services, particularly prescription drugs, are marketed directly to consumers with TV and print ads, are driving large cost increases.

But we're not standing by idly and watching this happen. We are doing what we can with those things we can control to minimize the increases. Two specific examples:

- We have renegotiated our administrative and discount arrangement for prescription drugs with Merck-Medco, an action which will save us about $20 million over 4 years—this is $10 MM for DuPont and $10 MM that participants won't have to pay.
- We are taking steps to eliminate defects and unnecessary costs such as removing ineligible dependents from our plans and improving our recovery of third party claims. We estimate that these actions will save $6 million/year, half for DuPont and half for participants.

If we had not taken these steps, the premiums would have been $2.50/employee/month more.

Despite these actions, we think we need to review our delivery model and decide if it is the one that will continue to serve us well in the future. Initial evaluation shows some of our plan features (deductibles, stop-loss amounts, etc.) are not aligned with what is happening in the plans of other large companies. We also believe there is a disconnect between the actual cost of prescription drugs and what participants' perception of this cost is. So, for the immediate future, we will be taking these actions.

- Eliminate the high-priced indemnity Option "A".
- Modify the plan so that the features, such as copayments, deductibles and stop-loss amounts, are comparable to what is provided at other large companies.
- Help employees become better informed consumers by having them share a more representative percentage of the true cost of prescription drugs (which is the fastest-rising single component among all health care costs). This change will give employees a more direct stake in the cost of their prescription drugs, and will lead them to evaluate whether they want to choose a generic over a brand drug, thus potentially saving money for themselves and DuPont in the process.

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What's New for 2002 BeneFlex?

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Life Insurance Coverage

For 2001 we implemented significant improvements to our BeneFlex group life insurance programs. These included increases in the amount of insurance employees could purchase, portability, and better rates. For 2002, we will see no change in benefits or rates, thanks to the fact that Prudential has guaranteed the rates for 5 years.

There are no changes in the Life Insurance Programs for 2002.

2002 Life Insurance Rates
Price per $1,000 of monthly coverage

	2002 Premium			2002 Premium	
Age at 12/31/2002	Employee	Spouse	Age at 12/31/2002	Employee	Spouse
Under 25	$0.054	$0.064	60–64	$ 0.917	$ 1.188
25–29	$0.060	$0.073	65–69	$ 1.646	$ 2.230
30–34	$0.080	$0.082	70–74	$ 2.951	$ 4.012
35–39	$0.090	$0.110	75–79	$ 5.150	$ 5.987
40–44	$0.125	$0.137	80–84	$ 7.270	$ 8.436
45–49	$0.223	$0.247	85–89	$13.200	$15.337
50–54	$0.374	$0.439	90+	$19.830	$23.042
55–59	$0.587	$0.731	Child(ren)	$0.070	

Life Insurance Options

Employee Coverage Year 2002

Option	Amount
A	$10,000
B	$50,000
C	1 x NAE
D	2 x NAE
E	3 x NAE
F	4 x NAE
G	5 x NAE
H	6 x NAE
I	7 x NAE
Z	Alt. coverage

Spouse Coverage Year 2002

Option	Amount
A	$ 10,000
B	$ 25,000
C	$ 50,000
D	$100,000
E	$150,000
F	$200,000
G	$250,000
H	$300,000
I	$350,000
N	No coverage

Child(ren) Coverage Year 2002

Option	Amount
A	$ 5,000
B	$10,000
C	$20,000
N	No coverage

Under BeneFlex, you may choose from several Accidental Death Insurance options, or you may choose no coverage at all. In addition, you can cover your spouse and/or children. You do not need to provide proof of good health to elect coverage for yourself or your dependents.

Accidental Death Insurance Rates monthly premiums per $1,000 of coverage

	2002 Premium
Employee	$0.015
Spouse	$0.015
Child(ren)	$0.030

Your Accidental Death Insurance Options at a glance

Coverage for:	Option A	Option B	Option C	Option D	Option N
You Only	$500,000	$250,000	$100,000	$50,000	$0
You and Your Lawful Spouse	$500,000 $300,000	$250,000 $150,000	$100,000 $ 50,000	$50,000 $25,000	$0 $0
You and Each Eligible Dependent Child	$500,000 $100,000	$250,000 $ 50,000	$100,000 $ 25,000	$50,000 $10,000	$0 $0
You and Your Lawful Spouse and Each Eligible Dependent Child	$500,000 $300,000 $100,000	$250,000 $150,000 $ 50,000	$100,000 $ 50,000 $ 25,000	$50,000 $25,000 $10,000	$0 $0 $0

Dental Coverage

There are no changes to the DuPont dental plan coverage for 2002. Standard coverage, Option B, continues to be paid by the Company.

Dental Coverage

Coverage	High Option A	Standard Option B
Diagnostic and preventive care	100% of R&C	100% of R&C
Other services	Approximately 75% of average charge	Approximately 50% of average charge
Annual maximum benefit	$2,000/Individual	$1,100/Individual
Lifetime orthodontic maximum benefit (for dependent children under age 19)	$1,200/Child	$1,200/Child
Monthly premium cost to you		
1. You only	$26	$0
2. You + 1	$45	$0
3. You and family	$57	$0

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What's New for 2002 BeneFlex?

CONTINUED FROM PAGE 7

Vision Coverage

Prices for the Vision Care Plan will decrease by 3% for 2002.

Your Vision Care Options at a Glance

Coverage	VBA Provider	Non-VBA Provider
Eye exam	100%	Up to $30
Eyeglass lenses, including optional lens tints (once every year) and Eyeglass frames (once every year)	100% after $20 copayment per person including scratch-resistant coatings. Covers frames with a wholesale value up to $50.	Single vision: up to $20 Bifocal: up to $30 Trifocal: up to $40 Lenticular: up to $50 Frames: up to $50
Cosmetic contact lenses (as an alternative to glasses, including eye exam)	Up to $120 allowance toward the total cost	Up to $120 allowance toward the total cost
VBA-approved medically necessary contact lenses (as an alternative to glasses, including eye exam) (once every year)	100%	Up to $150
Monthly premium cost to you		
1. You only	$7.25	
2. You + 1	$12.70	
3. You and family	$18.40	

The Vision Care Plan will begin to cover polycarbonate lens material. These lenses are ten times as shatter resistant as glass or plastic (which is great for children) and thinner making them advantageous for more severe prescriptions. Scheduled reimbursements will remain unchanged for the new plan year. If you have any questions about whether or not your vision care provider is a member of the Vision Benefits of America network, you can call VBA at **1-800-432-4966** or visit their website at **www.visionbenefits.com**.

Health Care Spending Accounts

The maximum allowable annual contribution to the HCSA has not changed since 1994. For 2002 we are increasing the amount that people can contribute from $2,500 to $5,000 per year. This is an excellent way for employees to cover increased plan costs on a pre-tax basis. In many cases employees can save about ⅓ of their out-of-pocket costs through use of the HCSA.

Financial Planning

One of the benefits available to DuPont employees is the opportunity to enroll in financial planning services from The Ayco Company, L.P., headquartered in Albany, New York. Ayco is widely recognized as the nation's foremost independent financial counseling firm and provides comprehensive financial planning services to employees at over 300 major corporations. Ayco's unique blend of objectivity and corporate benefit expertise has enabled it to help thousands of employees and their families plan for a more rewarding future. Most of Ayco's financial planners hold credentials such as a law degree, CPA certificate, MBA, or CFP. All are required to hold NASD securities licenses, and all participate in Ayco's rigorous internal training and continuing education programs.

Financial Planning Changes for 2002

There will be several changes to the Ayco financial planning benefit options starting in 2002. These include:

- Major enhancements to **Option A, Comprehensive Financial Planning** (formerly known as the Ayco Advi$or). These enhancements are described in detail below. Plus, this option will be offered at $180/year* for 2002, a decrease of $84 from last year!
- The elimination of **Option B, Money in Motion**. Participants currently enrolled in this option must actively enroll in another option in order to continue receiving financial planning benefits.
- No changes to **Option C, *Updates*** newsletter subscription or the price of $39/year.*
- A name change for **Option D, Life Event Financial Planning** (formerly known as "AnswerLine and Updates"). The cost for this option has increased to $111/year.*

**Refer to your personalized worksheet for monthly rates.*

Ayco 2002 Financial Planning Services At-A-Glance

	Welcome Package	*Updates* Newsletters	The Ayco Approved List of Mutual Funds	The Ayco AnswerLine®	Focus Reports and Analysis	The Ayco Financial Network	The Online Financial Plan
Option A: Comprehensive Financial Planning	✔	✔	✔	✔	✔	✔	✔
Option C: *Updates*	✔	✔	✔				
Option D: Life Event Financial Planning	✔	✔	✔	✔	✔		

Major Enhancements to Option A, Comprehensive Financial Planning (formerly known as the Ayco Advi$or)

In addition to the current services, the *Ayco Financial Network* (**www.aycofn.com**) and the *Online Financial Plan* will become part of the program. The Comprehensive Financial Planning option includes:

- **The Ayco Financial Network:** a password-protected website that acts as your financial mentor and record-keeper. Aycofn.com allows users to assess their financial fitness by keeping a secure, easily updatable record of their progress.

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AYCO

What's New for 2002 BeneFlex?

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- **The Online Financial Plan:** the 2002 replacement for Ayco's paper-based financial plan for those employees who are comfortable with using the internet. The *Online Financial Plan* allows you to enter your data through an online questionnaire and addresses your goals relating to retirement, investment planning, asset allocation, debt management, life insurance and education funding. Users can model multiple scenarios as life events occur, and participants can access Ayco's online reference library on cash flow, investments, estate planning, insurance, education funding, tax planning and key life events. If you don't have access to the internet, don't worry! Participants can still call *The Ayco AnswerLine®* to have a questionnaire—and their report—sent directly to their home.
- **The Ayco AnswerLine®:** toll-free access to an experienced financial planner throughout the year for up to a total of three hours. Through the *AnswerLine*, participants can get personalized, professional advice on any planning issues, including company benefits and the financial implications of such life events as getting married, asset allocation, preparing for a child's education, helping aging parents and planning for retirement.
- **Updates:** Ayco's authoritative yet easy-to-read financial planning newsletter mailed to your home monthly (except July and December).
- **The Ayco-Approved List of Mutual Funds:** a monitored list of approximately 50 no-load and low-load investments selected by Ayco's Investment Planning Group.

2002 BeneFlex Enrollment Change Period

Important Dates

Late October 2001

Also included in this mailing is your annual BeneFlex Package, containing your personalized statement, with instructions on what to do and how to use the DuPont Connection internet website or the automated telephone enrollment system to enroll in your 2002 benefits. Additional information is available in this issue of *PlainTalk*, the BeneFlex Summary Plan Description (SPD) and the 2002 Enrollment Guide (available only on request through your site or business HR contact or through the Human Resources home page).

November 12–21, 2001

Open Change Period. Access the DuPont Connection internet website at **www2.benefitsweb.com/dupont.html** or call **1-800-775-5955** if you want to make changes for 2002. Otherwise, do nothing and keep the same benefit elections you have at the end of 2001.*

Please note: *Confirmation statements will be mailed to your home only if you make a change. If you elect to do nothing, your personalized BeneFlex statement, sent with your package in late October, will be the confirmation of your 2002 elections.**

January 1, 2002

BeneFlex elections take effect.

****Note:*** *Employees enrolled in Option A Medical for 2001 who do not make a new election will be defaulted to Option B Medical for 2002. Employees enrolled in Option B Financial Planning, Money in Motion, will be defaulted to no coverage since this option is being eliminated.*

Flexible Spending Accounts (FSA)

DuPont offers employees two Flexible Spending Accounts in which you can put aside pre-tax dollars from your paycheck to cover qualified expenses:

- Health Care Spending Account (HCSA) for certain health care expenses not covered by other benefit plans.
- Dependent Care Spending Account (DCSA) for some of the expenses you incur for certain dependent care.

Direct Deposit:

DuPont added the "direct deposit" feature to the Flexible Spending Account Plans in January 2001. This means if you choose to contribute to one or both of the spending account programs you can have your reimbursements directly deposited to the bank account of your choice. To enroll in direct deposit and obtain additional information on the benefits you can go to the website noted below anytime and print a copy of the enrollment form. If you are interested in enrolling, then complete the form and return it to Aetna U.S. Healthcare for processing. Within approximately ten business days you will be enrolled in direct deposit.

http://www1.lvs.dupont.com/hr/FSADirectDepositwEnrollmentForm.pdf

How do these FSA plans work?

When you enroll in one or both of these Spending Accounts, the dollars you designate each month will be deducted from your paycheck on a before-tax basis and credited to your personal Flexible Spending Account(s). Once you incur covered expenses, you submit a claim to DuPont's Spending Account Administrator—Aetna U.S. Healthcare—for reimbursement. In other words, **you put tax-free dollars into a savings account, which you can then use for certain out-of-pocket expenses that are your responsibility to pay.**

Remember—if you do not use all of the money deposited into your Flexible Spending Account for expenses incurred during the calendar year, IRS regulations dictate that these remaining funds be forfeited. For this reason, be sure to plan your Flexible Spending Account amounts carefully.

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Flexible Spending Accounts (FSA)

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What expenses are covered?

For HCSA, out-of-pocket expenses include **copayments** (amounts you pay under managed care for office visits); **deductibles** (designated amount you must pay for medical expenses before the medical plan in which you are enrolled pays); and **coinsurance** (percentage you pay after reimbursement for medical, dental, and/or prescription expenses). Most out-of-pocket vision expenses are also covered.

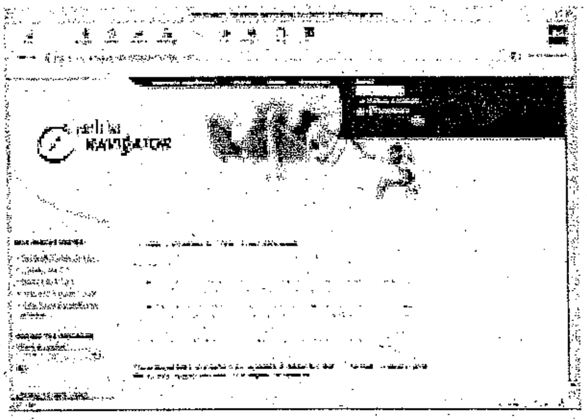
Those **Orthodontia expenses** not reimbursed by the dental plan are reimbursable through the HCSA for children under age 19. However, the only expenses eligible for reimbursement are for those services received in the current plan year based on the orthodontia treatment plan or contract. If you have any questions around this benefit or a HCSA reimbursement, then contact the Aetna U.S. Healthcare FSA Unit at **1-800-323-5479**.

For DCSA, eligible expenses are those you incur for dependent care (including child care) for your IRS-dependent children **under age 13** and/or an older person living with you whom you claim as an IRS dependent and who is physically or mentally incapable of self-care.

Before you enroll and take advantage of the tax savings available to you in these plans, think about these important points: The Internal Revenue Code places certain restrictions on expenses considered eligible (for instance, under the HCSA, cosmetic procedures, services or supplies are excluded). So call Aetna U.S. Healthcare at **1-800-323-5479** to make sure the expenses you plan to claim in 2002 will be covered. To be eligible for reimbursement, your 2002 Spending Account claims must be for services received during 2002. To be eligible for reimbursement, your 2002 Spending Account claims must be sent to Aetna U.S. Healthcare **postmarked** no later than April 15, 2003.

How do I enroll?

If you are not currently enrolled in FSA and wish to participate for 2002, you can call DuPont Connection at **1-800-775-5955** or go online to the DuPont Connection website noted in your enrollment material. If you are currently enrolled, your 2002 personalized worksheet will state your 2001 designations. To make any changes, call DuPont Connection at the number above or go to their website; otherwise your 2001 designations will apply to 2002. There is an annual maximum contribution for each of the Spending Accounts—$5,000 for HCSA and $5,000 for DCSA—administered via a monthly maximum pre-tax deduction amount of $416.67 for each account.

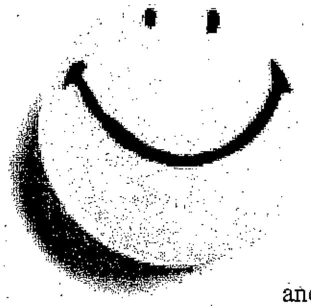


Website

To estimate your own personal tax savings, should you decide to use the Health Care Spending Account or Dependent Care Spending Account, go to the Aetna FSA website at **www.aetnaushc.com/products/fsa/index.html** and select "FSA Advisor."

*Remember this is a worksheet that provides tax information and **NOT** tax advice.*

Preventing Non-Work Injuries Through Emotional Checks



Our emotional state can affect our action. It is important to understand that assessing our emotions before we begin a task can prevent non-work injuries. Preventing injuries and accidents not only saves us from pain and suffering, but also saves time and money.

Two of DuPont's Core Values are:

- **Safety of our employees**
- **Valuing people**

This article will help you to identify emotions that can lead to accidents or injuries and ways to modify or change these emotions.

Our judgment, reflexes, and timing are affected when we are upset, angry, anxious, or in a hurry. These emotions can lead to accidents or injuries when we attempt to do any activity, whether it is a common household chore or even a recreational activity such as launching your boat.

Take safety home by teaching your family to STOP, THINK, OBSERVE, and PREPARE for a task or chore by assessing their MOOD and changing emotions that may interfere with their ability to complete the task safely. Help your family to understand that the goal is to be glad, relaxed and alert before beginning any task to avoid potential accidents and injuries.

To assess your mood, think: Am I SAD, MAD, or ANXIOUS? If you are uncertain, ask a family member or friend: Do I seem SAD, MAD, or ANXIOUS to you?

If you are feeling upset, angry, anxious, or simply "stressed", take a deep breath and find a place where you can "unwind". The following strategies will help you to relax and get ready to begin a task or chore.

- Say to yourself: My thinking is affecting the way I feel. To feel differently, I need to change my thoughts.
- Think about the funniest incident you can recall and then LAUGH. Laughter is always relaxing.
- Sit in a comfortable chair, put on your favorite music, and try to relax by taking deep breaths and exhaling slowly. If you still are not relaxed, try wiggling your toes. Still stressed? Stand up and jiggle or wiggle each part of your body from your toes to your head. Tilt your head to the left, to the right, front and back.
- In hot weather, be sure to drink a full 8 ounces of water before you begin.

In teaching your family safety at home, remind them that in addition to MOOD assessment, they should always assess the task as well. Be sure to have all of the necessary TOOLS, including safety items, to complete the task before starting. Rushing to complete a task often causes carelessness and may result in accidents or injury. It is wise to have someone nearby when performing chores or tasks in case you need assistance.

If you have the right TOOLS, the necessary ASSISTANCE nearby, and have the right MOOD, you are ready to SAFELY begin your off-the-job task.

For more information, contact your site Employee Assistance Consultant at **1-800-435-7266**, Option 4.

Remember, help is just a phone call away!

Continuing Coverage for Dependents Losing Eligibility

COBRA (Consolidated Omnibns Budget Reconciliation Act)

If your covered dependents no longer meet DuPont's eligibility criteria (see criteria below), *it is your responsibility* to remove them from your health care coverage by contacting DuPont Connection at **1-800-775-5955.** This applies to children who no longer meet the criteria and *former spouses* when a divorce decree is final. The only time a dependent child is removed automatically by DuPont Connection is when the child reaches the age of 25.

DuPont coverage will continue to the end of the month in which the event takes place (e.g., final divorce decree January 15—DuPont coverage ends January 31). If an ineligible dependent is not removed, DuPont reserves the right to recover any claims payments made for that person back to the date of ineligibility.

The dependents removed from your DuPont health care coverage may be eligible to purchase continuation of coverage under COBRA (Consolidated Omnibus Budget Reconciliation Act). To do so, you must contact DuPont Connection within 60 days from the date of the event which causes loss of coverage. According to federal regulations, if contact is not made within 60 days, your dependent will not be eligible to purchase COBRA coverage.

Who is eligible for DuPont Health Care Benefits?

You and your lawful spouse are eligible for DuPont Health Care benefits, and so are children who meet all three of these criteria:

1. Unmarried
2. Under age 25
3. Claimed as dependent on employee's Federal Income Tax Return (except for full-time students who are age 24 who must only meet the first two criteria).

   Note: Survivors can only cover as dependents those children who were previously covered by the deceased employee or pensioner.

➤ The age 25 limit does not apply to unmarried, dependent children who cannot support themselves because of a physical or mental disability that existed and was certified by the insurance carrier before they were age 25. You must provide your Medical Insurance Carrier with physician documentation of the child's disability at least 31 days before the child turns age 25 to continue medical coverage. (See related article on page 25.)

➤ If you, the employee, are required by court order to provide medical coverage for your children, your children are eligible for coverage if they are under 25 and unmarried. The court order must meet the requirements for a qualifying medical child support order and be approved by DuPont Legal. Contact DuPont Connection at **1-800-775-5955** for procedural details.

Behind the Scenes...Your Pension Estimate Request

You call in to DuPont Connection's toll-free number, give it some information, and out comes your pension estimate over the telephone! Sometimes you're not quite so lucky, and the system needs some time to calculate your benefit, but you still get your estimate in the mail within a few weeks.

It seems so easy…but there is a lot that goes into your estimate. Let's take a peek behind the curtains…

You call in to the Voice Response System or a Service Center representative and provide your projected retirement date, assumed future earnings increases, assumed future VC payments, and beneficiary's date of birth for Joint and Survivor benefits (if applicable).

Calculation System pulls in your data and runs a calculation.

Indicative Data
Date of Birth, Marital Status, Spouse's Date of Birth, Adjusted Service Date, Employment Type (FSE/LSE), Work History

Earnings Data for your entire period of DuPont Employment
Monthly PBE
Annual FICA Taxable Wages
415 Compensation

Will run with an error, a warning, or neither…
If error, the calculation stops and needs manual intervention.
If warning, calculation needs review before release to employee.
If neither error or warning, results are available over telephone and fulfillment may be printed.

Fulfillment is mailed to participant's home address.

DuPont Connection reviews warnings. Based on established criteria, the calculation may be approved and fulfillment is printed and mailed to the participant.
Or, calculation is referred to the Pensions group at DuPont for further research.

Pensions group at DuPont is notified of all errors, and warnings that need further research. DuPont researches records and provides data to DuPont Connection, and calculation is re-run. If re-run successfully, fulfillment is printed and mailed to participant.

Warnings may include:
- Prior LSE, Summer, or COOP service in record
- Pay changes of more than 25% from one year to another
- Service with an acquired company
- Many others!

Errors may include:
- Missing PBE, FICA or 415C compensation
- Work History is inconsistent
- LSE Hours are missing
- Offset needed due to QDRO, prior foreign service, dual plan participation, etc.
- Many others!

LifeWorks Better solutions. Better service.

2002 Almanac Calendar Offered through LifeWorks®

Want to find new balance, energy, and peace of mind in 2002? LifeWorks® is offering this helpful almanac-style calendar featuring thirteen months of fun tips, facts and reminders to help you make your life a little easier throughout the year. Each month offers a range of new ways to help you balance work and family life, reduce stress, manage your finances, and take better care of yourself. Order your 2002 calendar today and make 2002 your best year ever, one day at a time. Order online at **www.lifeworks.com** or call **1-800-635-0606**.

The 2002 Almanac Calendar can help you with tips on how to:

- set goals
- get involved in your community
- be a better parent
- manage your time
- laugh more and worry less
- keep learning, discovering and growing
- be resilient in times of change…

It's free, fast, easy to use, and effective. And best of all, it's there for you—any time of day, wherever you are. LifeWorks® is brought to you by DuPont at no cost to you. Consultants who speak Spanish, simultaneous translation into more than 140 other languages, and TTY/TDD also available.

LifeWorks®. The answers you want. The help you need. Visit online at **www.lifeworks.com** or call **1-800-635-0606**.

LifeWorks®. The Answers You Want. The Help You Need.

Dependent Health Care Resource and Referrals — Now Available

We all lead complicated lives and the number of things you have to deal with every day can leave you feeling overwhelmed. Making sure that all of your dependents and other loved ones have medical coverage can add to that feeling. That's why LifeWorks®—your employee work-life program—is always ready to help with practical solutions, free information, and resources to help make your life a little easier.

Whether you have a simple question or a complex concern about dependent medical coverage for those who are not eligible for coverage under DuPont's medical plan, contact LifeWorks® for assistance. We can help with:

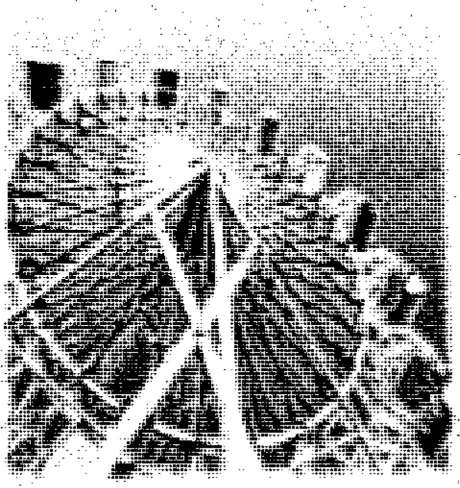
- Locating short-term or temporary health insurance for a child that has recently graduated from college
- Providing referrals to independent agents/brokers for older relatives who live with you but are not considered a dependent
- Obtaining information on Medicaid and Medicare assistance
- Qualifying for state funded comprehensive medical plans

It's free, fast, easy to use, and effective. And best of all, it's there for you—any time of day, wherever you are. LifeWorks® is brought to you by DuPont at no cost to you. Consultants who speak Spanish, simultaneous translation into more than 140 other languages, and TTY/TDD also available.

LifeWorks®. The answers you want. The help you need. Visit online at **www.lifeworks.com** or call **1-800-635-0606**.

Thinking about Retirement?

LifeWorks® can help you learn how to plan, save, and enjoy.



Times have changed. People used to look forward to retiring from full-time jobs and spending their remaining years in leisure. But we are living longer and healthier lives than ever before. Many people are deciding not to retire at all, through choice or necessity. Others are working part-time, or diving into new careers or volunteer opportunities. The choices that are available now would have amazed previous generations.

But with all these choices come decisions: where to live, whether to keep working, how to stay active, and how to pay for it all. Whether you're planning to retire sometime soon, or years from now, it's never too early—or too late—to start thinking about your future. That's why LifeWorks® is offering these free materials on retirement planning. The new **Retirement Planning Package** includes two easy-to-read booklets full of useful information and advice.

***Planning Your Future:* Life, family, and work after 50**

This guide gives you a way to start thinking about and planning life after age 50. The step-by-step approach is designed to help you find answers to some important questions we all face. What do you want to get out of your life? Should you make changes in the way you work? When? Where will you live? What will happen to your relationships? How can you be ready for unpredictable life events? How can you stay healthy, keep learning, and find activities and people you care about?

Money and Your Retirement

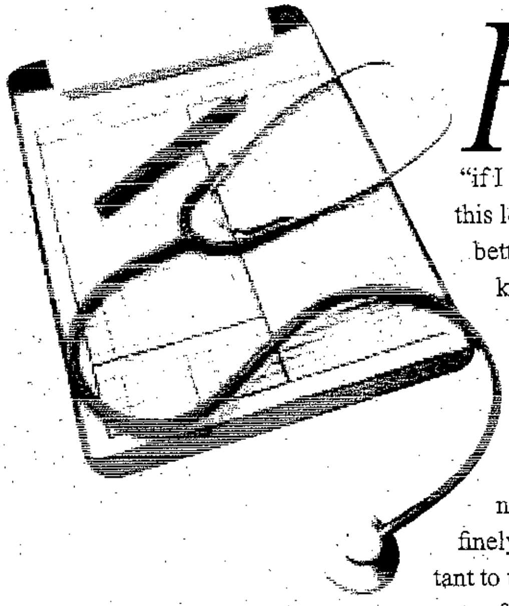
This comprehensive booklet can help you think through the financial side of your retirement plans. It explains different retirement savings plans—401(k), SEP, SIMPLE, Keough, and IRA—and includes information on how to think through your priorities, learn new ways to invest and save, choose a financial planner, estimate your expenses, understand Social Security, Medicare, and Medicaid, and much more.

When you're busy with all the demands of work, family, and everyday life, it can be hard to take the time to stop and think ahead. So take a minute right now and do something important for yourself. Order your free Retirement Planning Package. Whether your retirement is five years away or thirty-five, you'll find tips and ideas to help build a productive and secure future.

*To order your free **Retirement Planning Package**, visit LifeWorks® Online at **www.lifeworks.com** (company name/user id: dupont; password: duplwo); or call **1-800-635-0606** to speak with a consultant on retirement planning.*

LifeWorks® is brought to you by DuPont, at no cost to you. And best of all, it's here for you—any time of day, wherever you are. So get in touch with us today. We have consultants who speak Spanish and offer simultaneous translation into more than 140 other languages. TTY/TDD also available.

Prevention and Wellness—A Key to a Productive Life



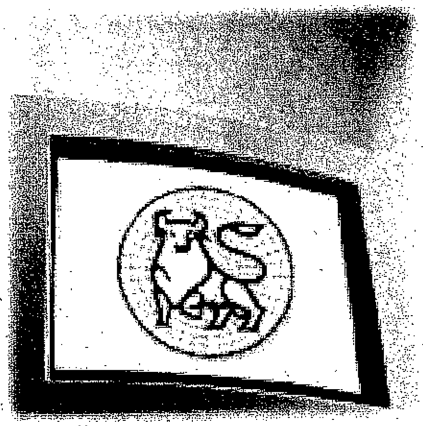
How often have you heard someone say, "if I knew I was going to live this long, I would have taken better care of myself"? The key to a long and productive life is no longer depending on medical science to "fix what is broken" but to be pro-active and emphasize prevention. DuPont recognizes that, like Jeff Gordon's finely tuned race car, it is important to think of good health in terms of preventive maintenance. To assist both active employees and retirees to enjoy a productive lifestyle, DuPont has designed a preventive care benefit. Heart disease, diabetes, and cancer—especially breast, prostate, and skin—are just a few of the diseases that the preventive care benefit is designed to detect. Early detection is the key for effective treatment!

DuPont's basic preventive care benefit schedule includes a health evaluation every three years. This evaluation includes complete skin exam, basic exam of the nervous system, blood pressure, respiratory and circulatory system and abdomen, breast and testicular exams, and PSA for males over 50. Tests for blood glucose, fasting total lipid profile, and sigmoidoscopy are also part of the preventive schedule. For a more detailed description of this benefit, including what is covered at 100% and what is subject to copayments, deductibles and coinsurance, please contact the customer service representative at your health care carrier or consult your DuPont User's Guide. DuPont supports you and your family in living a healthy lifestyle by offering comprehensive preventive benefits. Covered immunizations and tests are reimbursed at 100% reasonable and customary regardless of your medical plan option. However, office visit fees (for visits and exams) are subject to copays, deductibles and coinsurance depending on your coverage. Additional tests performed for people at risk are subject to deductibles, copays, and coinsurance depending on your coverage.

Staying healthy isn't simply a matter of good genes. It requires that you take an active role. You need to partner with your physician to determine what preventive care is appropriate for your age and history and if advisable, schedule an appointment. The key to good health is in your hands. Don't be afraid to use it.

Savings and Investment Plan (SIP)

Participants now have access to Internet Transaction Capability



Merrill Lynch's Benefits OnLine℠ is a website that allows participants to view account information, perform transactions and view educational screens whenever and wherever they want.

Through a secure site, a user will be able to view educational information on investing, retirement and general financial planning, financial modeling, investment descriptions, performance data, account information, and transaction history.

Transactions that can be performed include:

- **Perform a fund transfer**—Transfer assets from one investment option to another.
- **Change investment direction**—Change the percent of assets to be allocated to an investment option for future contributions.
- **Change contribution rates**—Increase or decrease the elected percent contributed to the SIP plan.
- **Change a Personal Identification Number (PIN)**—The PIN is the same PIN that is used for the IVR.

To protect the security of account information, participants will need to enter their Social Security numbers and a PIN to access the transaction features of BOL. These two forms of identification are required before the participant can view their account information. An added level of security is the reentry of the PIN prior to the submission of all transactions.

With BOL, Merrill Lynch brings together the robust participant support features of the IVR and the technological capabilities and universal accessibility of the Internet. BOL allows participants to access information about company benefits and perform transactions in a seamless fashion.

For more information, visit us online at **www.benefits.ml.com**.

Moving from "Stressed Out" to "In Control"

For a lot of people, what were the good old days are now the go-go days, where the pace of change seem faster, information can be overwhelming and the demands of living more intense. Where many individuals yo-yo between coffee to get going and a range of chemical "relaxers" to slow down.

There are several medical definitions of stress but, in my experience, when people say they're "stressed" they really mean they're feeling "out of control." You know—telling yourself not to say something awkward, then still blurting it out? Trying to stop yourself from eating that fattening dessert—then wind up having a second piece? Being dog-tired at the end of the day yet not being able to sleep because your mind was running or in worry mode? Most people know that negative stress can contribute to illness in the long term. Did you also know it can result in a range of personal injuries in the short while? Studies show that, when under a large degree of stress, people have a greater number and more severe injuries both at work and at home. Stress tends to narrow our attention into "tunnel vision", which can lead to:

- safety problems—like slips and falls, strains and sprains and car accidents
- bad decision-making—which can result in even more financial or relationship stress—or
- feeling out of sorts, walking around dully, like one of the creatures in The Night of the Living Dead. But stress doesn't have to be your enemy—positive stress means being excited and energized, feeling the challenge of learning something new, being able to laugh easily, performing—like a star athlete—under pressure, being aware and alert to new ideas and change.

Go beyond those supermarket articles that try to pressure you to "balance your work and your life." The good news is there are simple, realistic methods you can use that take little time and get significant results. They won't fix everything but can help you live your life safer, stronger and more in control. Start by better understanding the link between our mental thoughts, physical body and emotional feelings. For example, if you think of an embarrassing moment that happened years ago, your body will react just as if you were there now. Similarly, people who have had chronic back pain often feel emotionally out of sorts. But the flip side of control also works. Controlling your body position, balance and small muscle coordination can have quick, positive effects on your mind and emotions. And this is usually faster and more efficient; while it's often difficult for most people to direct their thoughts and emotions, it's usually easier to control their physical body. This isn't just theory. Over 18 years of presenting MoveSMART® training (at

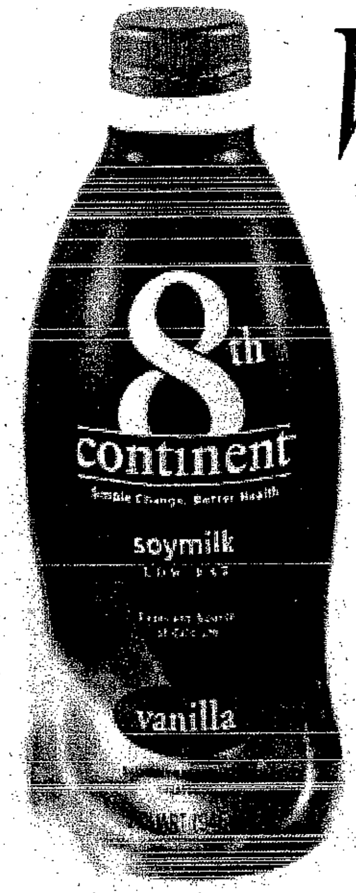
DuPont in Victoria TX, as well as in 3M, Alcoa, Amtrak, Boeing, BP Amoco, Conoco, Frito-Lay, Kodak, many others), we've found that when people learn how to immediately improve their physical balance and strength, they report feeling more relaxed and in control mentally as well. Most MoveSMART® techniques—which have been adapted from select martial arts, movement science and psychology—are interactive. Did you know, for example, that you can immediately improve your balance and strength just by emphasizing the small fingers of your hand when grasping or reaching? Like learning skills in sports or hobbies, these techniques really have to be tried rather than just discussed (think of the difference between tasting salt rather than reading about its properties).

But consider Posture Power: The shape of your spine sends messages to both you and to others about your inner state. For example, when people are depressed, don't they almost always slump (with their back in a "C" shape)? On the other hand, when someone is anxious, have you noticed they usually have a rigid, tight posture (back in an "I" shape)? So if you feel "down", make a small change that can get strong results—adjust your back to a just-barely S-shape. Then rub the entire bottom of your feet against the ground, as if you were scratching an itch on your soles—this will change your inner attention to better balance you and "get you feet firmly planted on the ground." See if, like most people, this doesn't help dispel some mental clouds, give you a boost of energy and leave you feeling stronger, both in body and mind. Of course, this quick adjustment won't make deeper problems go away, but it will help you take more control so you can better deal with them from a base of strength and judgment. And, as important, make you immediately more balanced and stronger, less likely to stumble. In MoveSMART® we simultaneously teach people how to reduce physical stressors on the body (to reduce strains and sprains), boost balance (to prevent common slips, trips and falls) and develop skills to control personal attention. And all these methods also help turn stress into safety and sureness.

Robert Pater (rpater@movesmart.com) formerly Coordinated the Stress Management Center of a Portland, Oregon hospital and, since 1983 is the Managing Director of the MoveSMART® system. He is also the author of "Leading From Within: Martial Arts Skills for Dynamic Business and Management."

Additional information can be found at **www.movesmart.com**

Soy—It's Not Just Jiggly, Wiggly Chunks o' Tofu Anymore!



We have **Lycra**® in our leotards and Teflon® on our frying pans—now DuPont is offering a new ingredient brand to help achieve and maintain a healthy lifestyle through good tasting foods you can get everyday!

DuPont has recently launched the Solae™ brand of soy protein, which will be used in the new 8th Continent™ soymilk, the first product of a joint venture between DuPont and General Mills, which began in August 2000. 8th Continent™ soymilk, which contains over 6.25 grams of soy protein per serving, is the first product to use the new Solae™ brand.

DuPont has unveiled a program to position its healthy food ingredients under the Solae™ brand. The consumer ingredient brand is based on over 30 years of sound science and expertise in soy protein by DuPont Protein Technologies.

Research, pioneered by DuPont Protein Technologies, was the basis for the FDA claim that consumption of 25 grams of soy protein daily helps reduce the risk of heart disease and lower cholesterol.

In addition to 8th Continent™, a wide array of other products using the Solae™ brand are expected, including meat, dairy, baked goods, cereals, healthy beverages, and snack foods. Products that will carry the Solae™ brand will represent everyday foods that have been enhanced with the goodness of soy protein while delivering against consumer taste expectations. For more information on where to buy 8th Continent™, check out **www.8thContinent.com** for a store near you, and great recipes too.

Some Questions about Soy Protein

What's a soybean?

The soybean is part of the pea family. It is a legume—a plant which can convert nitrogen into protein.

Where does soy protein come from?

Soy protein is found in the soybean, which is one of the world's most common forms of vegetable protein. Approximately 42 percent of whole soybeans consist of protein. More than 60 percent of the world's soybeans are grown in the United States.

What is Solae™ soy protein?

Solae™ brand soy protein is a complete, high-quality protein derived from soybeans and is used as an ingredient in a wide variety of food, beverage and meat products found in your local supermarket. Solae™ soy protein has the same protein quality score as meat, egg and milk protein, is 90% protein (on a dry weight basis), is highly digestible and lactose-free.

Scientific research continues to demonstrate that substituting soy protein for some or all animal proteins in the diet can lead to beneficial health effects in the area of cholesterol lowering, reduction in coronary heart disease (CHD) risk, relief of women's health concerns, maintenance of bone health, and potential protection against certain forms of cancer. DuPont Protein Technologies has invested over thirty years of research in understanding the impact of soy protein consumption on human health. This research provides the basis for the Solae™ brand and distinguishes it as the soy protein consumers can trust to deliver real health benefits.

Foods containing soy protein are good for you—but do they taste good?

Today soy no longer means just tofu and tempeh. There are currently dozens of soy foods that taste delicious. DuPont Protein Technologies' new technology for the production of soy protein isolate allows manufacturers to deliver the goodness of soy protein in a wide variety of good tasting, everyday foods such as beverages, bars, pastas, cereals, meat and poultry alternatives, among other items.

Who should eat soy protein?

Soy protein, as part of a balanced diet low in fat and cholesterol, can help reduce the incidence of coronary heart disease in everyone. This is particularly important because over 750,000 Americans die each year from coronary heart disease, for which elevated cholesterol levels are a contributing cause. The American Heart Association estimates that more than 60 million Americans have one or more type of cardiovascular disease, such as coronary heart disease, stroke, hypertension, or rheumatic heart disease. As Americans become more and more health conscious, many people and their doctors will look to soy-based foods as a practical approach in controlling cholesterol and coronary heart disease and reducing America's dependence on drug therapies.

In general, it would be a health benefit to most people to substitute soy protein for some of the animal protein in their diet. There are however, certain groups that can get very specific benefits from soy protein. Those groups include:

People with high cholesterol: Convincing evidence supports the cholesterol-lowering effect of as little as 25 grams of soy protein per day, as part of a low-fat, low cholesterol diet.

Women: Soy protein offers women special advantages in addition to its cholesterol-lowering effect. There is promising clinical research on the positive influence of soy protein as it relates to several important women's health issues, including menopause and bone health.

How can Americans get enough soy protein in their diet to make a difference?

According to research, 25 grams of soy protein in a daily diet low in saturated fat and cholesterol can help reduce the risk of heart disease. Twenty-five grams divided into four servings a day is just over six grams of soy protein per serving.

Soyfoods are becoming more mainstream in the United States. There is a wide variety of good-tasting foods available and food manufacturers are working to develop familiar, everyday foods with soy protein that taste good and meet the standards of the health claim.

CONTINUED ON PAGE 24

solae™

Soy—It's Not Just Jiggly, Wiggly Chunks o' Tofu Anymore!

CONTINUED FROM PAGE 23

In addition, food manufacturers currently are working with DuPont Protein Technologies to develop ways to create new food products and modify existing food products to enable Americans to more easily include the recommended amount of soy protein into their daily diets.

Here are a few tips on how to incorporate soy protein into your diet:

- Mix beverage powders made with soy protein isolate in your favorite soups, sauces and casseroles
- Create your own delicious shakes with soy protein isolate powder and fresh fruit
- Top your hot cereal with soy protein powder and mix with water or soy milk
- Use crumbled tofu for a creamy pie filling

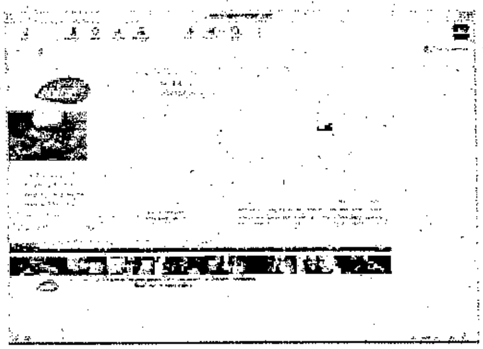
Is there any downside to consuming soy protein?

No, there is no downside to consuming soy protein as part of a balanced diet. Soy is one of the oldest foods known to mankind, and has been a staple of Asian diets for centuries. Cancer survivors should seek the advice of their physician before making any significant dietary changes, including consumption of soyfoods.

Check out the Solae™ website at www.solae.com

This extensive and informative site features everything you've ever wanted to know about soy protein, such as:

- the history of the soybean
- the relationship of soy, protein, amino acids, and isoflavones
- the process of converting soy beans to soy foods
- how to substitute soy-based foods in the traditional USDA food pyramid
- where to find soy products in your supermarket
- a listing of soy-containing consumer products
- testimonials from folks of varying ages on how soy fits into their healthy lifestyles
- recipes such as Mango Tea Cake, Pineapple Tofu Ice Cream, Spicy Soy Corn Bread, and Sweet and Sour Tofu with Tempeh Cubes
- cookbook recommendations (*The Joy of Soy, Soy Desserts…*)



Providing Health Care Coverage for Handicapped Children Over Age 25

Your **DuPont** medical and dental plans provide coverage beyond age 25 for children who cannot support themselves because of a physical or mental disability that is certified by the medical plan carrier before the dependent reaches age 25. To be eligible for coverage, your dependent must also be unmarried and continue to qualify as your IRS tax dependent and be claimed as such on **your** Federal Income Taxes.

The medical plan carrier must be provided physician documentation of your child's disability at least 31 days before the child turns 25. (It is suggested that you initiate the process for certifying your dependent's handicapped status with your carrier approximately three months before your dependent's 25th birthday.) The carrier will review the medical information and will contact you and DuPont with their determination. DuPont Connection will update coverage records so your dependent does not automatically drop from medical and dental at age 25.

In addition, DuPont expects carriers to periodically review the dependent's handicapped status at a frequency determined by the carrier—anywhere from one to five years—and report any change in status to DuPont. For purposes of the review, you will be requested to have your dependent's doctor complete and sign a form for your return to the carrier. The carrier will contact both you and DuPont of the review results if there is any change.

Dependents removed from your DuPont coverage may be eligible to purchase continuation of coverage under COBRA (Consolidated Omnibus Budget Reconciliation Act)—See COBRA article on page 14.

DuPont Moving Solutions

DUPONT RELOCATION SERVICES

"A world of expertise at your fingertips"

Over the years, DuPont has provided assistance to thousands of employees moving from one assignment to another. Whether you were a current employee transferring to a new site assignment or a new employee relocating to start your DuPont career, DuPont Relocation Services (DRS) was part of your life. DRS provided counseling, guidance and education that allowed an employee to move to their new work site without having to think of whom they contact to assist in the move. Years of experience has allowed DRS to create networks of highly qualified service providers to meet the needs of someone moving across the state, across the country or anywhere in the world.

DRS will initiate a new service October 1, 2001 to provide assistance beyond our traditional support to business transfers and will now provide referrals to anyone who is contemplating moving for themselves, family members or friends or the general public. DRS will introduce this new service with several different vendor options and then continue to expand the service offerings throughout the year. DuPont Relocation Services looks forward to sharing their expertise in the moving industry and taking some of the stress out of your life.

Service Offerings....

Household goods moving vendors

- Pricing Estimates
- Packing Materials
- Packing & Crating Services
- Unpacking Services
- In-transit Tracking
- Storage
- Insurance

Mortgage lenders

- Home Mortgage
- Conventional, FHA, VA
- Home Equity
- Buying and Renovating
- Building a New Home

Home warranty vendors (coming soon!)

- Current Homeowners
- Home Buyers
- Home Sellers

Call DuPont Moving Solutions today for consulting and to request referrals for service providers:

1-866-269-5554 or online at www.movingsolutions@dupont.com

Important note: This purchasing opportunity being extended should not be taken as an endorsement or warranty of these products or services by DuPont. DuPont assumes no responsibility or liability in conjunction with any purchase or use of products or services under this program. There are no implied guarantees of the ongoing availability of any of the services that are being offered.

Savings and Investment Plan

New Calculations for Periodic Payments

The DuPont Savings and Investment Plan (SIP) is updating:

- the life expectancy assumptions used in calculating Periodic Payments;
- **and** the method for calculating Minimum Required Distributions (MRDs).

These updated life expectancy assumptions and the corresponding proposed IRS regulations governing minimum distributions generally broaden the time period over which an individual's account balance can be paid out.

Beginning October 1, 2001 and extending through January 31, 2002, individuals who are currently receiving Lifetime Periodic Payments from their SIP accounts may request that their payments be recalculated using the new life expectancy assumptions. Letters explaining this opportunity were mailed to current Lifetime Periodic Payment recipients.

Effective February 1, 2002, new life expectancy assumptions will automatically be used for any new Lifetime, Variable, or Level Periodic Payments calculations. These same assumptions will be used to ensure that all participants satisfy their IRS-required minimum distribution amounts. New Payments calculated using the old life expectancy assumptions will no longer be available as of this date.

What is a Minimum Required Distribution?

Once a SIP participant who has separated from service has attained the age of 70½, the IRS requires that a certain amount of the participant's account be distributed each year. These payments must begin by April 1 of the year in which the participant reaches age 71½.

How have the life expectancy and minimum distribution calculations changed?

The new calculations are simpler than previously permitted by the IRS. Under the new rules, the life expectancy and minimum distribution calculations will be based on the joint life expectancy of the participant and an individual who is ten years younger. (One exception: If a spouse beneficiary is more than 10 years younger than the participant, his/her actual life expectancy will be used, thus further reducing the required minimum distribution.) Under the new rules, participants will no longer have to choose between receiving Lifetime Periodic Payments based on a single vs. a joint life expectancy.

How will the change affect participants who currently receive Level, Fixed, or Variable Periodic Payments?

- Current Level Periodic Payments will not be affected by these changes. Level Periodic Payments spread a participant's account value over his/her life expectancy at the time payments begin, using an interest rate that is based on the expected return for the Stable Value Fund. These payments do not change over time.*
- Fixed Periodic Payments will not be affected by these changes. Fixed Periodic Payments are specific dollar amounts that participants elect to receive on a monthly or annual basis until their account value reaches zero.*
- Variable Periodic Payments calculations performed on or after February 1, 2002 will automatically be based on the new, generally more favorable, life expectancy assumptions and minimum distribution rules. Variable Periodic Payments spread a participant's account balance over a chosen number of payments. Annually, the payment amounts are automatically recalculated.

*Those few participants who currently receive an "extra" annual payment to raise their total calendar year distribution up to the required minimum level may see this "extra" SIP payment reduced or eliminated beginning in 2002.

Borrowing from your SIP account

You can find out if you have funds available to borrow from your SIP account by contacting Merrill Lynch at 1-877-337-5267.

The finance charges (the dollar amount of the interest you pay to your SIP account) will vary with the amount of the loan, the length of the loan and the Annual Percentage Rate (APR).

The chart at the right shows sample finance charges. The actual finance charges you pay will be based on the interest rate in effect at the time your loan is initiated.

Finance Charges per $1,000 Borrowed

APR (%)	Loan Term (Months) 12	24	36	48	60
6	$33	$64	$95	$127	$160
8	$43	$85	$128	$172	$217
10	$55	$107	$162	$217	$275

Repayment Terms: The payment terms include your promise to repay any loan in full. You can prepay your loan in full at any time without penalty.

PlainTalk provides you with information about DuPont benefits and other Human Resources issues. Send your comments to:

PLAINTALK EDITOR

DuPont HR
B4456, Wilmington, DE 19898
or via e-mail at:
Plaintalk.Hr@usa.dupont.com
or on the DuPont Intranet at:
HR3P@nanotes1.email.dupont.com

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1-800-775-5955
www2.benefitsweb.com/dupont.html

FINANCIAL

Savings & Investment Plan (SIP) and DuPont Shares—Merrill Lynch
1-877-337-5267
www.benefits.ml.com

Financial Planning—The Ayco Corporation
1-800-437-6383

Social Security Administration
1-800-772-1213
www.ssa.gov

Verification of Employment
1-800-EMP-AUTH
(1-800-367-2884)
Company Code: DuPont—10110
DuPont Pharmaceuticals—10111
DuPont Dow Elastomers—10163

PERSONAL & FAMILY

Employee Assistance Program (Mental Health/Chemical Dependency)
1-800-435-7266

LifeWorks®
1-800-635-0606
www.lifeworks.com

Work Life
1-302-774-1413

Crisis Hotline: Battering, business ethics, harassment, rape crisis, sexual harassment
1-302-774-8336

Long-Term Care—MetLife
1-888-526-8495
http://dupont.metlife.com

HEALTH CARE

Health Care Carrier Member Services
See number on medical ID card

Dental Care (CIGNA)
1-800-421-4440
www.cigna.com

Non-Managed Care Advice/Precertification/Claim Forms
(Aetna U.S. Healthcare)
1-800-445-7175

Spending Account Claim Forms—Health Care/Dependent Care
(Aetna U.S. Healthcare)
1-800-323-5479
www.aetnaushc.com

Prescription Drug Program
(Merck-Medco)
1-800-793-8766
www.merckmedco.com

Vision Benefits of America
1-800-432-4966

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H-88631 (10/01)

DUPONT
The miracles of science™

This notice is required by law. No action is required by you.

NOTICE OF MATERIAL MODIFICATIONS

to the benefit plans of E. I. du Pont de Nemours and Company

DuPont is required to tell you about certain changes to its benefit plans either by revising the Summary Plan Descriptions (SPDs) or by a notice of material modifications. You should keep this notice with your current SPDs until a revised SPD that includes this information is issued. This notice covers only changes to plan terms and conditions. It does not include changes in administrative practices, such as the price changes for the BeneFlex offerings. You may not be a participant in all of these plans, so some of this information may not apply to you. If you have any questions about this notice, contact the editor of this publication.

BENEFLEX ACCIDENTAL DEATH INSURANCE PLAN; BENEFLEX DEPENDENT LIFE INSURANCE PLAN; BENEFLEX EMPLOYEE LIFE INSURANCE PLAN

Effective 1/1/00, the Plans provide for continuation (i.e., portability) of all or part of life insurance coverage amounts for employees and covered family members if employment ends for reasons other than retirement or disability. Spouses and children may be able to port coverage in the event the employee retires, dies or in cases of divorce.

BENEFLEX DEPENDENT LIFE INSURANCE PLAN; BENEFLEX EMPLOYEE LIFE INSURANCE PLAN

Effective 1/1/00, both plans were amended to provide accelerated payment of life insurance benefits, subject to dollar limitations, for covered employees and dependent spouses in cases of terminal illness when certified by a licensed physician.

BENEFLEX MEDICAL CARE PLAN; MEDICAL CARE ASSISTANCE PROGRAM

Effective 6/1/01, both plans were amended to reflect a new approach to subrogation of medical claims in situations where a third party is responsible for the injury or illness. The new process will eliminate the need to pend payment of medical claims for DuPont participants.

BENEFLEX MEDICAL CARE PLAN

Increased deductibles, stop-losses (out-of-pocket limits) and copayments became effective for all options on 1/1/02. In addition, the prescription drug plan was redesigned to: (1) incorporate % co-insurance for prescriptions obtained through retail pharmacies; (2) increase dollar copayments for prescriptions obtained through mail service; and (3) add a new separate stop-loss (out-of-pocket limit) for prescription drugs.

BENEFLEX VISION CARE PLAN

Effective 1/1/02, polycarbonate lenses will be covered under the terms of the plan.

LONG-TERM CARE INSURANCE PLAN

This plan became effective on 4/1/01. It provides an opportunity for employees, retirees and their eligible dependents to purchase long-term care insurance coverage.

PENSION & RETIREMENT PLAN

Section XII of the Plan (Temporary Pension System) was amended to provide for payment of TPS benefits to Qualified Employees who terminated for lack of work with a designated off-roll date of 6/30/01.

SAVINGS & INVESTMENT PLAN

Effective 10/1/01, but subject to IRS approval, the DuPont Stock Fund within the plan has been designated as an Employee Stock Ownership Plan (ESOP). Employees invested in this Fund will be able to elect to have their stock dividends either paid out to them (as taxable income) or reinvested under the terms and conditions of the Plan. However, no actual payout of dividends will occur until we have received IRS approval. Further, should IRS approval not be provided, this plan change will be considered null and void.

Effective 10/1/01, SIP adopted new IRS-approved methods for calculating the minimum amount that must be paid from SIP accounts each year. This method permits accounts to be paid out over much longer periods of time than had previously been the case.

Effective 7/16/2001, the assets of the CombiChem Inc. 401(k) Plan were merged into DuPont's Savings & Investment Plan.

CORRECTIONS TO JULY 1998 SUMMARY PLAN DESCRIPTIONS

Savings & Investment Plan

"Asset Allocation Portfolios" (page 6). The percentages shown for both the Moderate and Aggressive Asset Allocation Portfolios are incorrect and should read as follows:

	Moderate Asset Allocation Portfolio	*Aggressive Asset Allocation Portfolio*
*Fixed Income Fund (FIF)**	*50%*	*20%*
Equity Index Trust (EIT)	*20%*	*40%*
Small Cap Index Trust (SCIT)	*20%*	*20%*
International Index Trust (IIT)	*10%*	*20%*

**The Fixed Income Fund (FIF) became the Stable Value Fund (SVF) on 1/1/99.*

OTHER LEGALLY REQUIRED NOTICES

The BeneFlex Medical Care Plan and the Medical Care Assistance Program comply with the provisions of the Women's Health and Cancer Rights Act concerning coverage for reconstructive surgery in connection with mastectomies. Specifically, the plan covers: reconstruction of the breast on which the mastectomy has been performed; surgery and reconstruction of the other breast to produce a symmetrical appearance; and prostheses and treatment of physical complications of all stages of mastectomies, including lymphedemas.

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GPO : 1984 O - 435-440
FORM NLRB-501 (8-83)

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD
CHARGE AGAINST EMPLOYER

FORM EXEMPT UNDER 44 U.S.C. 3512

DO NOT WRITE IN THIS SPACE	
Case	Date Filed
9-CA-38870-1	NOV 13, 2001

INSTRUCTIONS: File an original and 4 copies of this charge with NLRB Regional Director for the region in which the alleged unfair labor practice occurred or is occurring.

1. EMPLOYER AGAINST WHOM CHARGE IS BROUGHT

a. Name of Employer: DUPONT DOW ELASTOMERS - LOUISVILLE WORKS

b. Number of workers employed: APPROX. 320

c. Address (street, city, state, ZIP code): 4242 CAMPGROUND RD, LOUISVILLE, KY 40216

d. Employer Representative: JIM TURNER

e. Telephone No: 502-569-3252

f. Type of Establishment (factory, mine, wholesaler, etc.): MANUFACTURING

g. Identify principal product or service: NEOPRENE

h. The above-named employer has engaged in and is engaging in unfair labor practices within the meaning of section 8(a), subsections (1) and (list subsections) (5) of the National Labor Relations Act and these unfair labor practices are unfair practices affecting commerce within the meaning of the Act.

2. Basis of the Charge (be specific as to facts, names, addresses, plants involved, dates, places, etc.)

Beginning in about October 2001, the above name Employer, by its officers and agents, refused and continues to refuse to bargain in good faith with the Union in negotiations for a new collective bargaining agreement. In this regard, after the Union made a proposal regarding health care costs for 2002 and thereafter, the Employer, prior to responding to the Union's proposal, mailed to employees a letter setting forth the health care rates for 2002 and a sign up sheet – this correspondence from the Employer was based on the health care cost formula set forth within the expired collective bargaining agreement.

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By the above and other acts, the above-named employer has interfered with, restrained, and coerced employees in the exercise of the rights guaranteed in Section 7 of the Act.

3. Full name of party filing charge (if labor organization, give full name, including local name and number): NEOPRENE CRAFTSMEN UNION, LOCAL 788

4a. Address (street and number, city, state, and ZIP code): P.O. BOX 16333, LOUISVILLE, KY 40256-0333

4b. Telephone No.: 502-455-5930

5. Full name of national or international labor organization of which it is an affiliate or constituent unit (to be filled in when charge is filed by a labor organization): INTERNATIONAL BROTHERHOOD OF DUPONT WORKERS

6. DECLARATION

I declare that I have read the above charge and that the statements are true to the best of my knowledge and belief.

By KENNETH HENLEY [signature]
(signature of representative or person making charge)

ATTORNEY
(title if any)

Address TWO BALA PLAZA, SUITE 300
BALA CYNWYD, PA 19004

610-660-7744
(Telephone No.)

11/8/01
(date)

WILLFUL FALSE STATEMENTS ON THIS CHARGE CAN BE PUNISHED BY FINE AND IMPRISONMENT
(U. S. CODE, TITLE 18, SECTION 1001)

9

[redacted]

United States Government

NATIONAL LABOR RELATIONS BOARD

Region 9
3003 John Weld Peck Federal Building
550 Main Street
Cincinnati, Ohio 45202-3271

Telephone: (513) 684-3686
Facsimile: (513) 684-3946

January 7, 2002

Mr. Kenneth Henley
Attorney at Law
Two Bala Plaza, Suite 300
Bala Cynwyd, Pennsylvania 19004

Re: DUPONT DOW ELASTOMERS-LOUISVILLE WORKS
Case 9-CA-38870

Dear Mr. Henley:

The above-captioned case charging a violation under Section 8 of the National Labor Relations Act, as amended, has been carefully investigated and considered.

The investigation did not establish that the Employer refused to bargain in good faith for a new collective-bargaining agreement or otherwise violated Section 8(a)(1) and (5) of the Act by mailing employees health care rates and election forms prior to responding to a union proposal on health care. The evidence disclosed that the parties commenced negotiations for a new contract in August 2001. Thereafter, on October 10, 2001, the Employer provided the Union's bargaining committee with the changes in benefits and rates to be effective on January 1, 2002. Later that same date, it provided the same information to unit employees and towards the end of October enrollment forms were sent to employees. Although health care costs were and are the subject of on-going negotiations, the Employer's actions were in accordance with the terms of the expired collective-bargaining agreement and past practice. Moreover, the Employer has advised the Union and employees that if contract negotiations result in significant changes in benefit options, employees will be given an opportunity to change their elections. In this regard, it is noted that the Employer has furnished requested information to the Union on the issue and is awaiting a Union survey and/or proposals on alternative health care plans. In light of the fact that the Union was given more than 2½ months notice of the changes prior to their effective date and because the Employer has continued to bargain over the issue, it was concluded the evidence was

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insufficient to establish that the health care increases and options were presented as a fait accompli. In the absence of a fait accompli, the Board has held that an employer does not violate the Act by announcing anticipated changes in health care plans during the course of negotiations provided those changes are in accordance with a regular review of costs. *Brannan Sand & Gravel Co.*, 314 NLRB 282 (1994).

Under these circumstances, it was concluded that further proceedings in this matter were not warranted, and I am declining to issue a complaint.

Pursuant to the National Labor Relations Board Rules and Regulations, you may obtain a review of this action by FILING AN APPEAL WITH THE GENERAL COUNSEL of the National Labor Relations Board, 1099 - 14th Street, N.W., Washington, D.C. 20570, AND A COPY WITH ME. This appeal must contain a complete statement setting forth the facts and reasons upon which it is based. The appeal must be received by the General Counsel in Washington, D.C. by the close of business at **5:00 p.m. (EST)** on **January 22, 2002**. The appeal MAY NOT be filed by facsimile transmission. Upon good cause shown, however, the General Counsel may grant special permission for a longer period within which to file. Requests for extension of time MAY be filed by facsimile transmission and must be received no later than the time set above for the filing of the appeal. A copy of any such request for extension of time should be submitted to me. If you mail the appeal, it should be postmarked no later than one day before the due date set forth above.

If you file an appeal, please complete the notice forms I have enclosed with this letter and send one copy of the form to each of the other parties whose names and addresses are listed. The notice forms should be mailed at the same time you file the appeal, but mailing the notice forms does not relieve you of the necessity for filing the appeal itself with the General Counsel and a copy of the appeal to me within the time stated above.

Very truly yours,

Richard L. Ahearn
Regional Director

RLA/KLP/ejf

Attachments (6)

(cc's listed on next page)

Close

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
OFFICE OF THE GENERAL COUNSEL
Washington, D.C. 20570

April 30, 2002

Re: Dupont Dow Elastomers-Louisville Works
Case No. 9-CA-38870-1

Kenneth Henley, Esq,
Two Bala Plaza, Suite 300
Bala Cynwyd, PA 19004

Dear Mr. Henley:

Your appeal has been carefully considered. The appeal is denied substantially for the reasons set forth in the Regional Director's letter of January 7, 2002.

The evidence fails to establish that the Employer's distribution of health care enrollment forms to employees constituted a violation of Section 8(a)(5) of the National Labor Relations Act, as alleged. Rather, the investigation disclosed that these actions were in conformance with the expired collective bargaining agreement. Contrary to your contention on appeal, the Employer notified the Union that employees would be given an opportunity to change their health care selections if collective bargaining significantly altered benefit options. Accordingly, further proceedings herein were deemed unwarranted.

Sincerely,

Arthur F. Rosenfeld
General Counsel

By Yvonne T. Dixon
Yvonne T. Dixon, Director
Office of Appeals

cc: Director, Region 9

Mr. Tim Turner
Dupont Dow Elastomers
4242 Campground Road
Louisville, KY 40216

Richard S. Cleary, Esq.
Greenebaum, Doll & McDonald PLLC
3300 National City Tower
101 South Fifth Street
Louisville, KY 40202

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Mr. Carl J. Goodman
Neoprene Craftsmen Union Local 788, a/w
International Brotherhood of Dupont Workers
P.O. Box 16333
Louisville, KY 40256-0333

Neoprene Craftsmen Union Local 788,
a/w International Brotherhood of Dupont
Workers
P.O. Box 16333
Louisville, KY 40256-0333

NEOPRENE CRAFTSMEN UNION

Local 788
Affiliate of the International Brotherhood of Dupont Workers
P.O. Box 16333 • Louisville, Kentucky 40256-0333
Plant Phone: (502) 569-3232 • Fax: (812) 923-1335

Copy

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Beeper: (502) 455-5930
Fax: (812) 923-1335

Stephen D. Clubb
Secretary-Treasurer
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Tom Helwig
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Beeper: (502) 478-9494

Daniel L. Manley
Chief Steward - Fluoroproducts
Bus: (502) 775-3232
Res: (812) 923-7129
Beeper: (502) 478-0211

January 16, 2002 (Hand Delivered)

Ms. Brenda Kelsey
Human Resource Specialist
E.I. DuPont – Louisville Works
4200 Campground Road
Louisville, KY 40216

Dear Brenda,

The Neoprene Craftsmen Union, Local 788 of the International Brotherhood of DuPont Workers, hereby gives the Company its sixty (60) day written notice as spelled out in Article XV, Section 1, of the current Collective Bargaining Agreement of its desire to terminate this Agreement. We seek to immediately begin bargaining with the Company a new Agreement for our members to vote on prior to the March 21 expiration date.

The Neoprene Craftsmen Union will notify the appropriate Federal and State agencies of our desire to terminate this Agreement and bargain a new Agreement with E.I. DuPont - Louisville Works. I will provide you a copy of these documents once they have been served to the appropriate agencies.

Please contact me as soon as possible so that we can set up meeting schedules between the parties for this very important matter.

Sincerely,

Carl J. Goodman

Carl J. Goodman
President

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Representing all Dupont Louisville Works Production and Maintenance Employees Since 1953

DUPONT AND NEOPRENE CRAFTSMEN UNION
CONTRACT NEGOTIATIONS
MEETING #1
Tuesday, February 26, 2002

The first meeting for contract negotiations was held Tuesday, February 26th at 1:00 PM in the Fluoroproducts Conference Room, Administration Building.

Present for Management:		Present for Union:	
	Brenda Kelsey		Carl Goodman
	Tony Stoner		Greg Lowman
	Harriet McElvaney		Tom Helwig

Management stated the purpose of this first meeting was to discuss ground rules, meeting times and frequency. The Management Committee consists of Brenda Kelsey, Tony Stoner, and Harriet McElvaney. The chief spokesperson for Management is Brenda Kelsey. Meetings would need to be rescheduled if Kelsey could not attend. If into negotiations and issues regarding operations are discussed, Management may need to bring someone else in.

The Union Committee would consist of Carl Goodman, Greg Lowman, Tom Helwig, Dan Manley, and Steve Clubb (when he can make it). Carl Goodman will be the chief spokesperson. If for some reason Goodman would not be available, then Greg Lowman would act as spokesperson.

Both sides agreed there would be no surprises if other persons would need to come to the table.

Union wanted Management to be aware that March 21, 2002 is the date of the expiration of the contract. They stressed the urgency of the date but they are expecting no earth-shattering issues. Items #1 and #2 are Health Care and Pensions. Other issues are important, but not as important as the two mentioned.

Management suggested the next meeting be on Thursday, but Union will be unavailable because of commitment at DuPont Soy Polymers.

A member of the Management Committee will not be available the week of March 4th, but if the contract expiration date rolls around, and no agreement has taken place, Management will honor the contract.

Union stated it is ready to bring their proposals to the table, but are going to do differently this time by changing language in the contract and presenting it. Management stated they have no major issues as they were not prepared to open the contract. There are some language cleanup issues, but they have no list to exchange.

Management stated their intention is to send notes to employees within 24 hours of the meeting. Union's concern was that Management's perception of the notes could cause a stir within the membership, but they will not proof the notes in advance. They only ask that they be included on the distribution list. If a major flaw is presented, it will be restated or explained at the next meeting.

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Union asked Management to reprint the entire contract book, update the calendar, update the index, and provide a list of helpful telephone numbers. Union also asked for a copy of the entire contract as it is to be printed be provided them before they take it to their members for a vote.

Union asked if 3/21 comes, and there is no agreement, would Management give a temporary extension. Management again stated they will honor the contract.

Union requested bargaining sessions for an entire day vs. a couple of hours twice a week. Their major proposals are going to be language changes. They feel there is an advantage to having more time to iron out proposals submitted by both sides at one setting. Management stated that because of other responsibilities, day long meetings were not practical. Once the proposals are submitted, Management would still need time to consider what has been offered.

Union asked for a short recess.

Union proposed to meet on Wednesday afternoon at 1:00 PM to submit their list of proposals to Management. A discussion took place around Management also having a list of items ready so that Union could discuss Management's proposals and resume meetings the week of March 11^{th}. Management stated they would not have a complete list by Wednesday afternoon. Union would like to have Management's list when they submit their list and not be surprised by anything Management would propose later in the negotiations.

Union proposed other items to be in the ground rules as follows:

1) Union's proposals will be submitted on a disc as well as hard copy to Committee. Asked that it be sent out as an attachment to the minutes. Management agreed.

2) Union asked items not touched in the contract remain in tact. Management agreed.

3) Union asked that Committee members be allowed time to caucus either before or after Contract Negotiation talks – considering that one of the members is now on shift work.

Management believes this will be a problem and will not agree at this time. Union stated the only other option would be to move negotiations off plant or to caucus out. Union stated that DDE has had no issues arising from meeting 1-2 hours before or after negotiation meetings. Management will give thought to request and let Union know by tomorrow morning.

Meeting adjourned at 1:40 PM.

DUPONT

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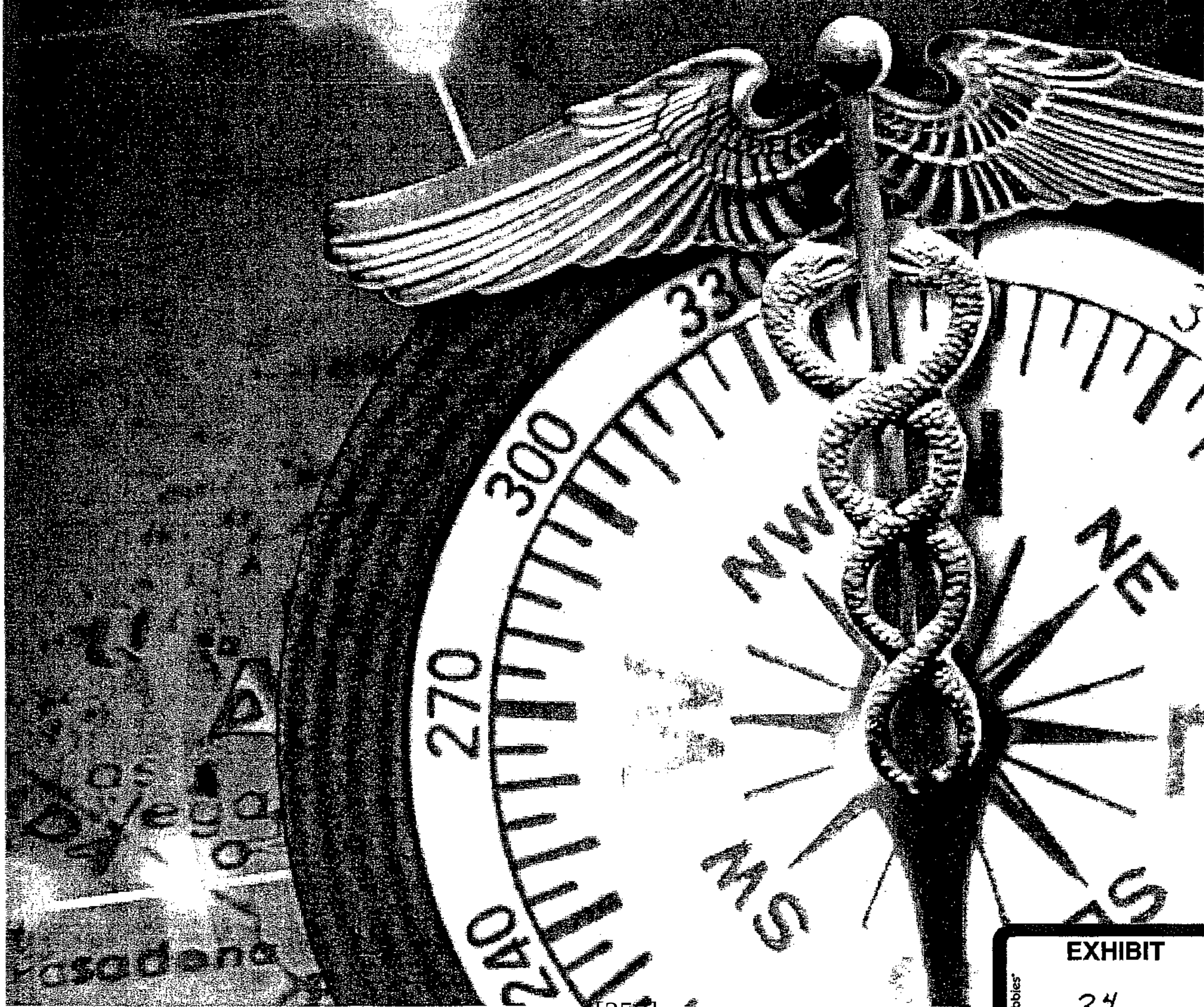
Health Care

2003 COMMUNICATION FOR EMPLOYEES



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DUPONT

October 2002

Dear DuPont Employee:

At DuPont we have consistently provided strong benefits for our employees, dependents, retirees and survivors. In doing so, we spend over $600 million annually in the U.S. just for health care.

The dramatic rise in health care costs in recent years has affected companies and employees throughout the U.S. Virtually all companies have made changes in their medical plans, including our competitors and customers.

To respond to this environment, we too need to make changes to DuPont's health care package. Many are positive steps designed to help you manage your health care and its costs. Others are necessary to ensure that rising health care costs don't adversely impact DuPont's ability to compete.

We are continuing to offer comprehensive health care benefits that compare favorably with other employers and that help you secure the health care services you need for you and your family.

I encourage you to read this booklet thoroughly, understand the choices available to you, and attend the information sessions scheduled for your site.

Dennis Zeleny
Senior Vice President, Human Resources

Health Care

2003 COMMUNICATION FOR EMPLOYEES

HEALTH CARE	DUPONT	YOU
The complexity and cost of health care continue to increase rapidly, even as innovations bring better care and better health.	DuPont is refining its health care approach to make our plans more competitive and more effective.	You have an increasingly important role to play in choosing and using your health care coverage.

The Actions DuPont Is Taking

The complexity and cost of health care today are national problems that affect companies everywhere. We understand that you're looking for us to do all we can to help. You want to know you have access to a comprehensive health care plan. You want to know that your costs for coverage are in line with other major companies. You want to know that we're using progressive approaches and giving you access to new choices.

We've also taken a hard look at the impact of health care costs on the business. Our costs put us at a disadvantage against our competitors and have a significant negative impact on our financial performance.

In 2003, we're taking action to: pioneer a new medical option, limit the rate of your cost increases, and put Company costs on a better footing with those of our competitors.

2003 ACTIONS

1. Improving the cost-sharing approach for employees.
2. Introducing a more flexible medical option with lower premiums.
3. Adjusting premiums for the current options and eliminating the All Network Option (L).
4. Adding tools to provide better information and medical decision support.

FOR THE FUTURE:

5. Establishing a new cost-sharing approach for retiree health care.

The attached information about DuPont's health care plans has been prepared to outline plan changes and is not intended to be a complete summary of the Plans. To the greatest extent possible, non-technical language has been used to explain some of the Plans' provisions. The official plan texts are the BeneFlex Dental Care Plan, the BeneFlex Medical Care Plan, the Dental Assistance Plan and the Medical Care Assistance Program. These texts are the governing documents in the event that questions arise. While DuPont intends to continue the benefits and/or policies described in this document, the Company reserves the right to change, modify or discontinue these plans or policies at its discretion.

Health care costs are again rising at a very sharp rate. For the third year in a row, companies across the country are experiencing dramatic cost increases.

Why are costs rising? There are several factors, and it's the impact of their combination that is making the overall increase so large. Here are the most significant factors:

- **Prescription drugs**—In 2002, costs for prescription drugs increased by more than 20% and now represent over one quarter of each dollar spent on health care for employees. Many new drugs have been developed and are available to a broader population. And there has also been an increase in the use of drugs to treat chronic, ongoing conditions. These are valuable steps in improving care, but these new drugs are among the most expensive and the source of substantial new spending. At the same time, the number of people who need multiple medications has been increasing. And finally, direct advertising through television and magazines is encouraging patients to ask doctors for costly brand-name drugs.
- **New technologies**—We are continually seeing new technologies that improve effectiveness of treatment and quality of life. These are advances with great positive impact, but they come with additional costs.
- **Liability costs**—Liability risks for health care providers are greater than ever. Some doctors are paying over $200,000 per year just in malpractice insurance premiums. This rising cost goes into the costs we all pay for services.
- **Hospital consolidation and network expansion**—Hospitals and hospital "chains" are merging into larger organizations. This is affecting costs in two ways. It eliminates some of the competition among hospitals, which has helped to keep costs down. More important, the larger hospitals now have a better position in negotiations with health care plans on the costs for services. The health plans' ability to arrange significant discounts with hospitals was a major source of cost control for many years, but is now being limited. At the same time, networks in many areas have expanded to include a very large percentage of the doctors in that area. This also reduces the health plans' ability to negotiate discounts.
- **The aging population**—Of the total amount the average American spends on health care in his or her lifetime, about 75% is spent after age 50. About 80 million Americans will turn 50 over the next 10 years. This means a great increase in the amount of spending on health care, simply because of the change in our demographics.
- **New legislation**—Complying with the broad range of current health care mandates creates significant costs for health plans. There is also a substantial amount of proposed health care legislation. While some of this legislation is designed to protect consumers, it also requires a great deal more administration and in some cases, liability for health plans.

ACTION 1

Improving the cost-sharing approach for employees.

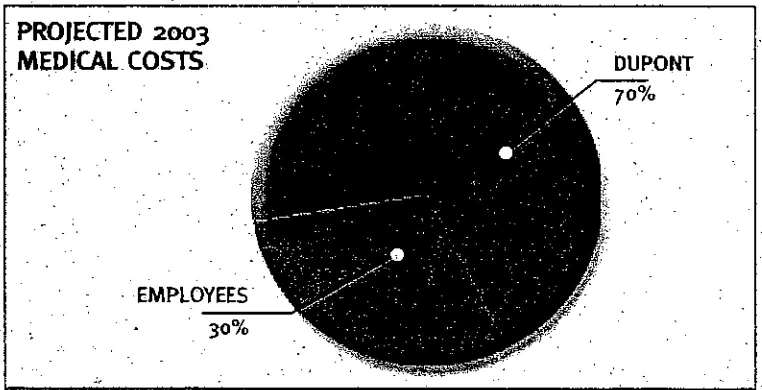
To reduce the rate of increase in your health care costs and bring DuPont's method of cost-sharing for employees in line with our competitors, we'll now set premiums separately for employees and pre-Medicare retirees/survivors, based on the cost each group generates. This will result in smaller employee increases for 2003 than under the current cost-sharing approach.

When we introduced our cost-sharing approach several years ago, we also committed to offering a health care plan that is competitive for our employees. Our current cost-sharing approach is beginning to move the cost for our employees above levels at other large companies.

Unlike most other companies, we currently blend employee costs and costs for our pre-Medicare retirees rather than considering them separately. We share the overall projected cost increases equally (50/50) between DuPont and employees/retirees. Because retiree expenses are higher, sharing costs on a blended basis puts our active employees at a disadvantage.

To keep your plan competitive, it's time for DuPont to change the cost-sharing approach we've been using, and adopt an approach that is more consistent with most of our competitors.

The new approach for employees



Our new cost-sharing approach is designed to deliver a competitive health care plan for employees by having the Company assume a larger portion of future cost increases. In the future, we will look at our total costs and share them between the Company and employees at a competitive level.

For 2003, we expect that this will result in sharing overall medical costs at about 70% for the Company and 30% for you. We will continue to monitor this approach over time.

For 2003, we are limiting the increase in employee premiums for Point-of-Service to approximately 13%. The old approach would have produced an increase of about 39%.

ACTION 2

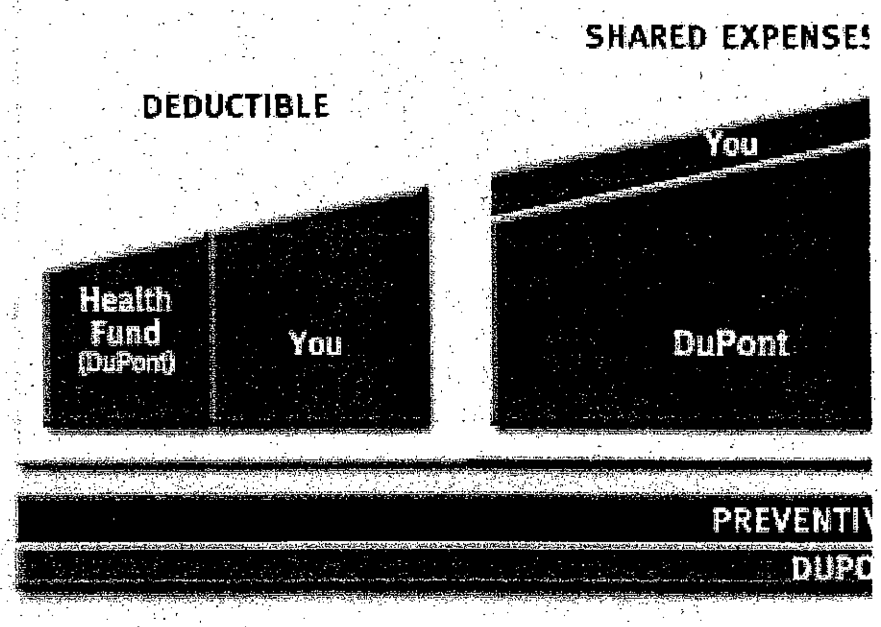
Introducing a more flexible medical option with lower premiums.

In response to employee requests for more flexibility, we're introducing the new Consumer Choice Option in 2003.

We believe this new option will give a substantial number of our employees a more effective way to manage both their health care and their costs. It's specifically designed to provide more choice, more control, and new tools to help. We believe it will be a real advantage for many.

The 2003 premium for this new option will be about 15% lower than the 2002 premium for the Point-of-Service Option (P), our most frequently chosen option. As with our other options, prescription drugs and mental health care are administered separately, and those benefits are not changing for 2003.

- DuPont pays 100% of the costs for covered preventive tests, immunizations, and exams.
- Under this option, you will have a "Health Fund," with an opening balance provided by the Company that you use to pay your first expenses.
- If you don't use all of your 2003 DuPont-provided Health Fund during the year, you can roll the remainder over to your 2004 Health Fund (if you remain in the Consumer Choice Option).
- The amount you use from your Health Fund counts toward the deductible. If you use all of your Health Fund balance, you are then responsible for your additional covered expenses until you reach the deductible.



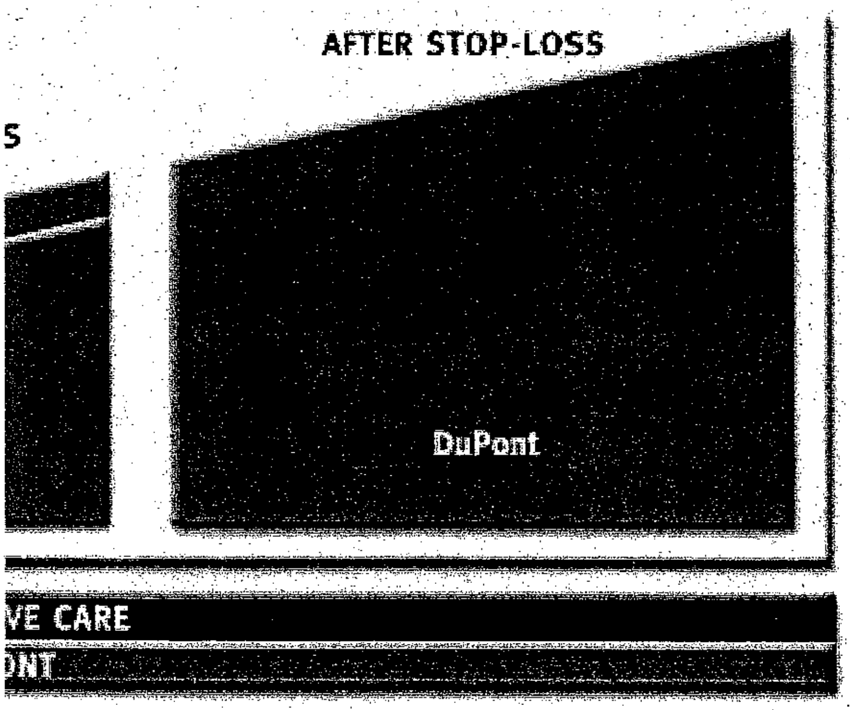
CONSUMER CHOICE OPTION SUMMARY

	Deductible			Shared Expenses	Stop-Loss
	Health Fund	You	Total		
Single	$500*	$1,000	$1,500	In-network: DuPont pays 90%, you pay 10% Out-of-network: DuPont pays 70%, you pay 30%	$3,500 in-network; $5,000 out-of-network
Two Person	$750*	$1,500	$2,250	In-network: DuPont pays 90%, you pay 10% Out-of-network: DuPont pays 70%, you pay 30%	$5,250 in-network; $7,500 out-of-network
Family	$1,000*	$2,000	$3,000	In-network: DuPont pays 90%, you pay 10% Out-of-network: DuPont pays 70%, you pay 30%	$7,000 in-network; $10,000 out-of-network

More detail on this new option will be available in your enrollment package, through DuPont Connection at 1-800-775-5955, on the Internet, and in presentations at many locations.

In particular, you'll have a tool that enables you to model assumptions about your 2003 expenses and see the resulting out-of-pocket costs you would have under each of the available medical options.

*For 2003, only, the Health Fund balance will be increased to 1½ times the normal amount: $750 single; $1,125 two person; $1,500 family.



ⓘ For 2003, the Health Fund balance will be: $750 single; $1,125 two person; $1,500 family.

ⓘ After the deductible, you share expenses with the Company. You can use any providers, but a Preferred Provider Network is available and your out-of-pocket costs will be less when you use these providers. With network providers, DuPont pays 90% of covered expenses; outside the network, DuPont pays 70%.

ⓘ Your total out-of-pocket expenses (including your payments toward the deductible, and your portion of shared expenses) are limited by the stop-loss.

ⓘ The Health Fund is completely separate from the Health Care Spending Account. You can take advantage of both opportunities.

Why Will the Consumer Choice Option Be Attractive for Many DuPont Employees?

The Consumer Choice Option is an especially good alternative for those who generally do not have high medical expenses. In recent years, more than half of DuPont employees have had annual medical costs of less than $500.*

Under this new option, you continue to have protection against high expenses through the stop-loss. But if your expenses are limited and you don't use all of your Health Fund, you will have no out-of-pocket claim costs and dollars left at the end of the year to roll over into a larger opening balance for the following year.

Three additional items you should consider:

1. The premium for the Consumer Choice Option is lower than that for the traditional managed care options.
2. You have no co-pays.*
3. The availability of a broad provider network gives you access to carefully screened providers who offer discounted rates.

**Except for prescriptions and mental health care.*

This option also gives you flexibility and convenience. There are no referrals required to use any qualified provider you choose. And if you use network providers, the paperwork is handled for you; you don't need to submit claim forms.

Most important, this new option gives you much greater ability to impact your care and its costs through the thoughtful use of health care.

Employees who enroll in the Consumer Choice Option receive access to a special section of the Aetna Navigator™. In addition to the traditional Aetna Navigator tools—such as DocFind®, InteliHealth®, and electronic Explanation of Benefits—the Consumer Choice includes:

- SimpleSteps® to Healthier Life Program™—a complete suite of interactive tools, to help you evaluate your current health and future risk of major disease. SimpleSteps® is designed to help you create an action plan to improve your overall health condition.
- Informed Health®Line—a 24-hour toll-free number that links you with a team of experienced registered nurses who can provide information on a variety of health issues.
- Average Medical Cost Information—data on prevalent charges for a small number of common medical services.
- Health Fund Account Data—information on your personal Health Fund: the claims paid from your Health Fund, your balance available, and your year-end rollover amount (if applicable).

ACTION 3

Adjusting premiums for the current options and eliminating the All Network Option (L).

For 2003, there will be no changes to the plan features of your current options, though premiums will change. After assessing the projected costs for the All Network Option (L), we have decided to eliminate it.

Elimination of the All Network Option (L)

The All Network Option (L) is currently used by about 15% of DuPont employees. Because it provides 100% benefits for most covered services and low office visit co-pays, this option has the highest employee premiums.

Because DuPont and all employees are incurring higher costs by supporting this option, we have concluded that it is no longer viable to continue to offer it.

The Current Options

There are no changes for 2003 to the co-pays, stop-losses or other features of the current options. The premium changes are shown in the chart below. Please note that while the Catastrophic Option (C) has no premium for 2003, there will not be a premium credit.

2003 MONTHLY PREMIUMS

	Point-of-Service (Option P)		Consumer Choice (Option U)		Indemnity (Option B) *Where Available*		Catastrophic (Option C)		Preferred Provider Organization (Option R) *Where Available*	
	2002	2003	2002	2003	2002	2003	2002	2003	2002	2003
Single	$45.75	$51.75	n/a	$38.50	$45.75	$51.75	$-30.00	$0.00	$59.25	$65.75
Two Person	$91.50	$103.50	n/a	$77.00	$91.50	$103.50	$-30.00	$0.00	$118.50	$131.50
Family	$137.25	$155.25	n/a	$115.50	$137.25	$155.25	$-30.00	$0.00	$177.75	$197.25

ⓘ If you are currently in Option L and take no action during the BeneFlex enrollment period, you will be moved to Point-of-Service Option (P) coverage for 2003.

ACTION 4

Adding tools to provide better information and medical decision support.

To help you more effectively manage your care, DuPont is providing convenient access to highly-qualified resources so you can make informed decisions.

The decisions you face about health care for you and your family can seem overwhelming. Yet, more than ever, your active role is essential to ensuring you receive the right care. To help, the Company is providing three new tools.

MEDICAL DECISION SUPPORT™*

This program, from Consumer's Medical Resource, is a new service that will give you an easy way to get important medical information. It gives you the opportunity to have individual conversations with doctors from leading institutions, such as Harvard and Duke, for guidance in making decisions on more than 45 common medical conditions. While these doctors won't make specific recommendations, they will give you a thorough understanding of the issues and alternatives, and prepare you for conversations with your doctors. This valuable new service is fully paid by DuPont and is available to you regardless of the medical plan option you choose. Providing this service makes DuPont a leader in supporting an active employee role in health care management.

**Not available to employees who have declined coverage or who are enrolled in alternative coverage (Option Z).*

HEALTH PLAN COMPARISON TOOL

This is a critical time to be sure you're using the medical care option that will be most effective for you. It will be important to consider the new Consumer Choice Option, but equally valuable to take a fresh look at all the options. DuPont has created a range of choices so you can use the one that's best suited to your individual situation.

The interactive Health Plan Comparison Tool at www1.lvs.dupont.com/hr helps you make assumptions about the care you might need in 2003 and see the resulting out-of-pocket costs under each of the plan options.

RATIONALMED*

RationalMed is a new service focused on patient safety that is an integral part of our Prescription Drug Program. The service is designed to help reduce the volume of negative drug interactions that result in hospitalizations. RationalMed will automatically monitor your prescriptions—no special action or sign-up is needed.

ⓘ Take some time to confirm that you're taking full advantage of opportunities such as the Health Care Spending Account and DuPont Preventive Health Care Benefits. These programs can have substantial impact on your health care costs. Your enrollment materials have more information on these benefits.

ACTION 5

Establishing a new cost-sharing approach for retiree health care.

We are continuing to provide comprehensive health care to retirees and survivors. However, to address the rapidly escalating costs of this care, we will implement a new cost-sharing approach.

Medical Premiums

For pre-Medicare retirees and survivors, we'll use the same cost-sharing approach we use today—equal sharing of annual increases. However, as described on page 3, we'll base increases on the medical costs of this group alone. This is in contrast to our current practice of blending costs for active employees and pre-Medicare retirees and will more accurately reflect the cost experience of this group. The new approach will be phased in over two years, beginning January 1, 2004.

Medicare-eligible retiree and survivor premiums will continue to be based on an equal sharing of projected annual cost increases for this group alone—just as they are today.

DuPont's Future Contributions for Retiree Medical

The value and cost of DuPont's retiree medical benefits are well above levels provided by many large companies today. To keep our company competitive, we will adopt a practice that many major companies put in place several years ago. We have set a limit on the total amount the Company will pay toward retiree medical costs in the future. This will allow us to continue providing comprehensive medical benefits for retirees.

For pre-Medicare retirees and survivors, DuPont's average annual cost is $5,700 per retiree. After the total amount of DuPont's average annual cost for this group reaches $9,000 per retiree—retirees and survivors will be responsible for paying the full amount of all further cost increases. (This limit affects participant costs, not the coverage features of the plans.) We don't expect to reach this limit for several years, and the earliest we will apply its impact (even if the limit is reached sooner) will be January 1, 2007.

For Medicare-eligible retirees and survivors, DuPont's average annual cost is $2,400 per retiree. After the total amount of DuPont's average annual cost for this group reaches $4,000 per retiree—retirees and survivors will be responsible for paying the full amount of all further cost increases. (This limit affects participant costs, not the coverage features of the plans.) As with pre-Medicare retirees, we don't expect to reach this limit for several years, and the earliest we will apply its impact (even if the limit is reached sooner) will be January 1, 2007.

For all retirees and survivors, we'll also adjust the Company's contribution to the dental plan to cover only preventive and diagnostic care. Retirees and survivors will pay a premium for restorative dental benefits. To provide time to plan for this change, it will take effect in 2005.

ⓘ The limits that DuPont is putting on its costs for retiree health care are significantly higher than those at most companies. The median limit for pre-Medicare retirees is $4,450 (versus $9,000 at DuPont). The median for Medicare-eligible retirees is $2,000 (versus $4,000 at DuPont).

Action Summary

We are continuing to provide comprehensive health care benefits to employees, retirees, survivors and dependents.

ACTION 1

Improved cost sharing for employees

- 13% premium increase for the Point-of-Service Option (P)

2003 MONTHLY PREMIUMS

	Point-of-Service (Option P)		Consumer Choice (Option U)		Indemnity (Option B) *Where Available*		Catastrophic (Option C)		Preferred Provider Organization (Option R) *Where Available*	
	2002	2003	2002	2003	2002	2003	2002	2003	2002	2003
Single	$45.75	$51.75	n/a	$38.50	$45.75	$51.75	$-30.00	$0.00	$59.25	$65.75
Two Person	$91.50	$103.50	n/a	$77.00	$91.50	$103.50	$-30.00	$0.00	$118.50	$131.50
Family	$137.25	$155.25	n/a	$115.50	$137.25	$155.25	$-30.00	$0.00	$177.75	$197.25

ACTION 2

A more flexible medical option with lower premiums

- Consumer Choice Option (U)
- 2003 premiums are 25% lower than the Point-of-Service Option (P)

ACTION 3

Adjustments to current options

- Elimination of the All Network Option (L)
- Elimination of premium credit for Catastrophic Option (C)

ACTION 4

New tools to provide better information and medical decision support

- Health Plan Comparison Tool
- Medical Decision Support™
- RationalMed

FOR THE FUTURE:

ACTION 5

Establish a new cost-sharing approach for retiree health care

- Premium changes
- Limits on Company medical subsidy
- Retiree dental premiums

How You Can Help

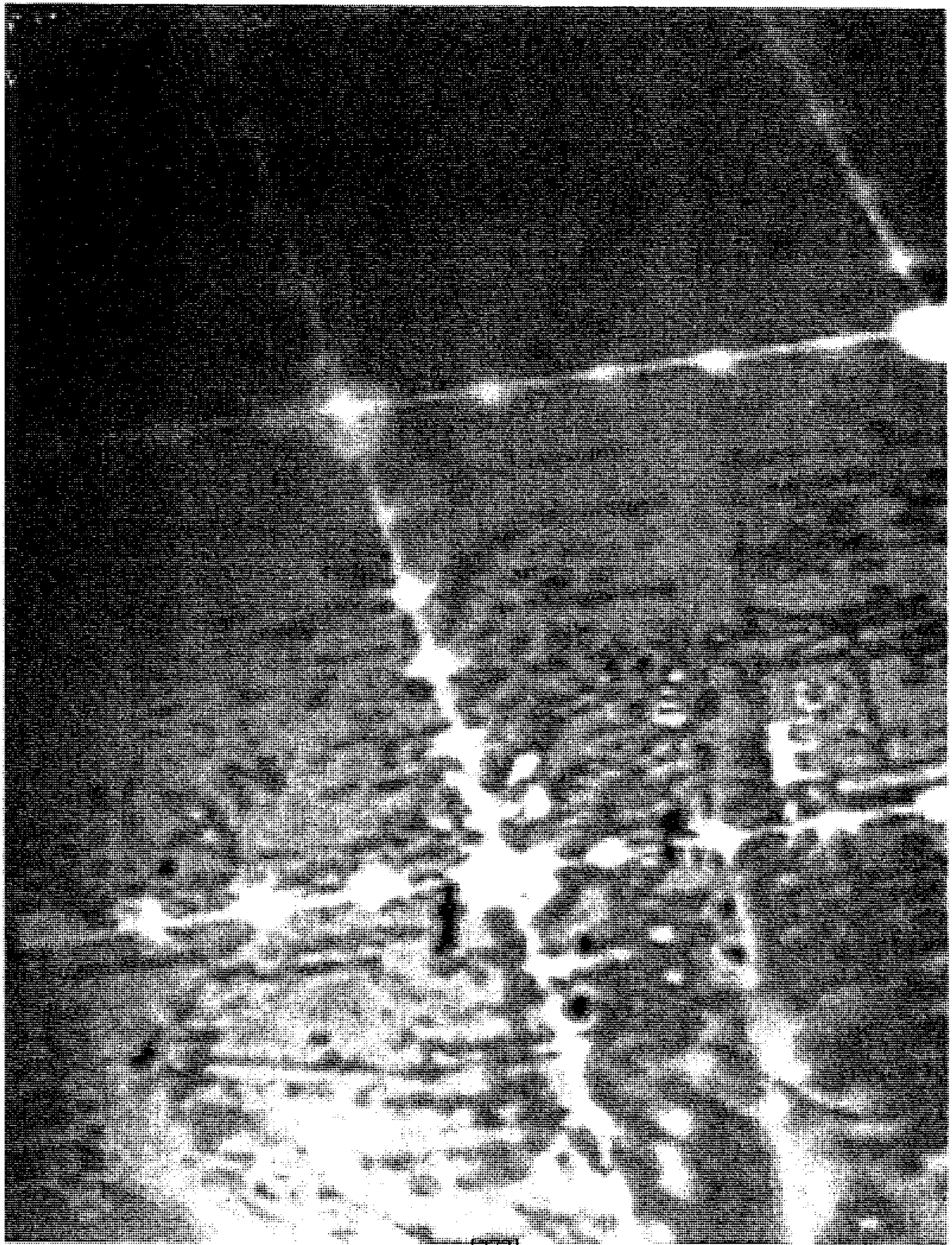
As you use health care services throughout the year, you are in a position to make important decisions about what care you receive, who provides your care, where you receive it, and when you receive it. You'll always rely on your doctors and other professionals when making important decisions, but they have many alternatives available, and many of these affect how convenient, costly, and effective the treatment is for you. Participating in these decisions is part of your role as an informed health care user.

INFLUENCING THE FUTURE OF U.S. HEALTH CARE

DuPont, like many other companies, is pursuing ways to influence the direction of health care in the U.S. We will continue to participate in advocating for reforms aimed at more effective care at more affordable costs. We'll be asking for your support and participation in these efforts.

TAKE AN ACTIVE ROLE

- Ask your doctor about all the alternatives that are available for your course of treatment.
- Discuss with your doctor the effectiveness and cost implications of any alternatives.
- Make thoughtful decisions about where to go for treatment (doctor's office, walk-in center, emergency room). If a resource line is available, ask for advice.
- Learn about your plan's special features such as Case Management, Disease Management, and Centers of Excellence. (See the list of DuPont resources on the back cover.)
- Know about all the information and education resources your plan makes available.
- Learn all you can about any conditions you or your family members have so you can discuss issues and alternatives.
- Use generic drugs and the mail-order service whenever possible.
- Take advantage of the DuPont Preventive Health Benefits program.
- Spend health care dollars as though they're your own. These costs do have a personal impact on you.



PAPER, ALLIED-INDUSTRIAL, CHEMICAL & ENERGY WORKERS INTERNATIONAL UNION
AFL-CIO, CLC

REGION VIII — OHIO • KENTUCKY • WEST VIRGINIA
1790 Sunset Drive, Hamilton, Ohio 45013

KENNETH STANIFER
International Representative

Telephone
Residence: (513) 863-6563

October 24, 2002

HAND DELIVERED

John Pollard, Esq.
Counsel for DuPont
DuPont Fluoroproducts
4200 Camp Ground Road
Louisville, Kentucky 40216

Dear Mr. Pollard:

The Paper, Allied-Industrial, Chemical and Energy Workers International Union and its Local 5-2002 ("Union" or "PACE") hereby notifies DuPont that any changes to the current Beneflex benefits are subject to good faith bargaining before implementation. Any reliance on asserted management rights is misplaced because the collective bargaining agreement is expired.

Accordingly, the Union requests bargaining on proposed changes to the Beneflex plan.

Very truly yours,

Kenneth Stanifer
International Representative
Region VIII
PACE Local 5-2002

Cc: Gerald P. Johnston, Vice President, Region VIII
Carl Goodman, President, PACE Local 5-2002
PACE Local 5-2002

PACE

EXHIBIT 35

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www.mcguirewoods.com

John O. Pollard
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MCGUIREWOODS

November 21, 2002

COPY

Mr. Kenneth Stanifer
International Representative, Region VIII
Paper, Allied-Industrial, Chemical &
Energy Workers International Union
Local 5-2002
1790 Sunset Drive
Hamilton, Ohio 45013

Dear Mr. Stanifer:

Reference is made to your letter of October 24, 2002, attached hereto.

As you know, the Plan under which the Employer provides health insurance to its employees contains provisions giving the Employer the right: (1) to determine the price of coverage; (2) to control and manage the operation and administration of the Plan, and (3) to change or discontinue the Plan without prior negotiation with the Union. Your Union has agreed to these provisions and the Employer has exercised these rights on several occasions over the past few years. Therefore, it would be wholly inappropriate to engage in bargaining over the recently-announced changes to the Plan.

However, this in no way precludes bargaining over a new or different health care insurance plan when and if your Union wishes to propose one.

Sincerely yours,

McGUIREWOODS LLP

John O. Pollard

JOP:crh

Attachment

EXHIBIT
tabbles
36

PAPER, ALLIED-INDUSTRIAL, CHEMICAL & ENERGY WORKERS INTERNATIONAL UNION
AFL-CIO, CLC

REGION VIII — OHIO • KENTUCKY • WEST VIRGINIA
1790 Sunset Drive, Hamilton, Ohio 45013

KENNETH STANIFER
International Representative

Telephone
Residence: (513) 863-6563

November 27, 2002

CERTIFIED MAIL

John Pollard, Esq.
Counsel for DuPont
DuPont Fluoroproducts
4200 Camp Ground Road
Louisville, Kentucky 40216

Dear Mr. Pollard:

The Union rejects your response, dated November 21, to the Union's request for bargaining, dated October 24, regarding the Union's notification to DuPont that any changes to the current Beneflex benefits are subject to good faith bargaining before implementation. It is clear that prior to your response, DuPont proceeded with implementation of changes in the Beneflex plan for 2003. This letter constitutes the Paper, Allied-Industrial, Chemical and Energy Workers International Union and its Local 5-2002 ("Union" or "PACE") continued objection to this implementation and ongoing request to bargain in spite of DuPont's unlawful conduct.

The Union has many concerns regarding DuPont's new health care accounting methods that will change the benefit plan. A primary concern is that DuPont's determination to discontinue its long standing practice of calculating the 50/50 cost share on cost increases and to change to a 70/30 cost share on total cost of the plan may significantly increase the out-of-pocket costs to employees. The Union hopes that DuPont will be forthcoming with information that will allow the Union to address these concerns for the workers it represents.

In order for the Union to determine our bargaining position, and formulate counter-proposals, and/or at the very least, to understand these changes, the Union is requesting the following information:

1. Please provide a copy of the plan document(s) and summary plan description(s), along with any applicable summaries of material modifications, that describes the health benefits currently offered at the Louisville Plant to members of the Union ("Plan").

EXHIBIT
37(a)

2. Please provide a copy of the plan document(s) and summary plan description(s) that describes the health benefits being proposed at the Louisville Plant effective January 1, 2003 ("New Plan").

3. Does the Plan provide benefits to employees other than Union employees at the Louisville Plant? If yes, please identify who is eligible to participate in the Plan, for example, "all Dupont employees nationwide" or "Dupont employees located at the following facilities. . ."

4. Please state whether the Plan provides coverage to employees represented by a labor union as well as employees that are not represented for purposes of collective bargaining by a labor union ("non-union employees"). Please state whether the Plan provides coverage to individuals, other than dependents of Plan participants, who are not employed by DuPont and, if so, identify the classes of such individuals.

5. Please provide the number of non-union DuPont employees eligible for benefits under the Plan. Please provide the number of DuPont employees, represented by any labor union, who are eligible for benefits under the Plan.

6. Please identify by name, each Preferred Provider Organization ("PPO") or Health Maintenance Organization ("HMO") that contract with DuPont to provide services to Plan participants.

7. Which of the PPOs or HMOs identified in Question #6 provides services to Plan participants employed at the Louisville Plant?

8. Do the HMOs or PPOs that provide services to Plan participants employed at the Louisville Plant also provide services to other Plan participants employed at other DuPont locations?

9. Please answer questions 3 through 8 for the New Plan.

10. Does DuPont receive utilization reports from any of the PPOs or HMOs referred to in question 6 above for the Plan?

11. If the answer to Question #10 is yes, are these utilization reports provided by geographic location? For example, has DuPont been provided with a utilization report from an HMO or PPO that includes data for DuPont employees at the Louisville Plant that can be distinguished from employees at other locations? Please provide copies of these reports for the period 1998 through the present for the Louisville Plant. If the information in these reports is not broken out by location, then please provide the entire report.

12. If the answer to Question #10 is no, then is it possible to obtain these reports by geographic location?

13. Has DuPont been provided with claims reports or utilization reports of any kind by any vendor other than a PPO or HMO (including but not limited to a prescription drug provider, claims processor, or dental provider), at any time during the period 1994 through 2002 for the Plan?

14. If the answer to Question #13 is yes, are these reports provided by geographic location? For example, has DuPont been provided with a utilization or claims report from a prescription drug provider that includes data for DuPont employees at the Louisville Plant that can be distinguished from employees at other locations? Please provide copies of these reports for the period 1994 through the present for the Louisville Plant. If the information in these reports is not broken out by location then please provide the entire report.

15. If the answer to Question #13 is no, then is it possible to obtain these reports by geographic location?

16. Does DuPont maintain claims data or other Plan records on a geographic or Plant location basis?

17. If your answer to Question #16 is no, then does DuPont apply the cost sharing arrangement based on Plan wide costs instead of using only those costs associated with providing health care benefits to the bargaining unit employees at the Louisville Plant?

18. Please explain what information DuPont uses to ensure that the cost sharing arrangement has been complied with at the Louisville Plant.

19. At what point in time during each Plan year from 1994 through the present, did DuPont confirm compliance with the cost sharing arrangement? For example, when did DuPont perform the calculations necessary to confirm that Plan participants working at the Louisville Plant did not pay more than their share of the cost of health care under the Plan? In answering this question, please indicate for each year whether DuPont confirmed compliance with the 70/30 cost sharing arrangement.

20. Did DuPont document the calculations referred to in Question #19? If yes, please provide a copy of the calculations, including the supporting data used in determining that DuPont was paying its agreed upon share of the costs of providing health benefits under the Plan from 1994 through the present.

21. For each Plan year 1994 through present, please identify the dollar amount of all benefit claims paid by the Plan. Please provide the same information for the Louisville Plant only.

22. For each Plan year 1994 through 2001, please identify the dollar amount of the following expenses for (i) the Louisville Plant only and (ii) also for the entire Plan:

    a. Benefit payments made directly to either participants or beneficiaries pursuant to the Plan.

    b. Payments made to insurance carriers or other vendors for the provision of benefits under the Plan.

    c. Salaries or other allowances for personnel performing services for the Plan.

    d. Accounting fees related to Plan operations or administration.

    e. Actuarial fees related to Plan operations or administration.

    f. Contract administrator fees for services related to the Plan.

    g. Legal fees for services related to the Plan.

    h. Other Plan administrative expenses not identified above (please identify and provide amount).

23. For each Plan year 1994 through 2001, please identify the dollar amount of costs that were shared between DuPont and the employees represented by the Union at the Louisville Plant pursuant to the NLRB Settlement Agreement.

24. For each Plan year 1994 through present, please identify the dollar amount of the costs referred to in Question #23 that was paid by DuPont versus the dollar amount that was paid by employees represented by the Union at the Louisville Plant.

25. Please identify each item that is included in calculating the cost referred to in Question #23 for each year, 1994 through 2001 and provide the corresponding dollar amount of that item.

26. For each Plan year 1994 through 2001, please identify and describe the assumptions (including actuarial assumptions, medical inflation trend factors, industry standards) used to determine premiums, co-payments or deductibles for each of the benefit plans offered by the Plan. In describing these assumptions please explain the specific effect each assumption had on premium calculations. For example "in 1995 we used a medical inflation trend factor of 8% and a prescription drug inflation trend factor of 4% which in combination resulted in an increase in premiums for 1995 of - % and an increase in co-payments of -%."

27. For each Plan year 1994 through 2001, please identify the dollar value of claims incurred but not reported ("IBNR") that were used or relied on to determine premium amounts, co-payments or deductibles and explain how these dollar values were determined.

28. Please explain how recoveries resulting from subrogation and coordination of benefits are taken into account in calculating premium increases. Please identify the amounts recovered as a result of subrogation or coordination of benefits, broken down by each category, for each year 1994 through present, 1) for the entire Plan and 2) for the Louisville Plant only.

29. Please explain how savings realized as a result of utilization review, pre-certification, prescription drug discounts, and other provider or vendor discounts are taken into account in calculating premium increases. Please identify the amount of savings, broken down by category (e.g. utilization review, prescription drug discounts etc.), for each year 1994 through 2001, 1) for the entire Plan and 2) for the Louisville Plant only.

30. Please state whether employee deductibles and co-payments, expected to be paid, are credited to the employees' share of the Plan costs paid at any point in the calculation referred to in Question #24 to determine the employee share under the cost sharing arrangement.

31. If your answer to Question #30 is that these amounts are not credited toward the employees' share of the cost, then we understand that the employee share of premium increases does not include a credit for amounts employees are expected to pay in the form of deductibles or co-payments. If you disagree with our understanding please explain the basis for your disagreement.

32. Please provide details of all Plan changes for the last 5 years. By "details" we mean 1) a written explanation of each change and a copy of the Plan amendment or, if there was no Plan amendment, the document provided to participants explaining that change, and 2) the estimated value of any benefit change on a paid claims basis and on an eligible expense basis.

33. Please identify the number of different programs of benefits that are offered to employees at the Louisville Plant under the Plan. Please identify the differences between these programs and provide the number of employees and beneficiaries participating in each program, on a monthly basis, since the 70/30 cost sharing arrangement was put in place at the Louisville Plant.

34. Please provide the same information requested in Question #33 for all DuPont employees that participate in the Plan.

35. Please provide the dollar amounts of the following: employee deductibles, co-payments and coinsurance, broken down by each category, on a claims incurred and claims paid basis for the periods 1994 through 2001 for 1) employees and beneficiaries at the Louisville Plant and 2) all employees and beneficiaries covered by the Plan.

Information Regarding 401(h) Transfers.

We understand that over the past ten years a number of asset transfers have been made from the DuPont Pension and Retirement Plan ("Pension Plan") to a retiree health benefit account established under Section 401(h) of the Internal Revenue Code ("401(h) Account"). In order to ensure that these transfers were made in accordance with applicable law and also to determine the effect of these transfers on the calculation of the cost sharing arrangement discussed above, we ask that you provide the following information:

36. Please indicate the years during which an asset transfer was made from the DuPont Pension and Retirement Plan ("Pension Plan"), or any other DuPont sponsored pension plan, to a 401(h) Account. Please provide copies of notices sent to the Secretary of Labor pursuant to Section 101(e)(2) of the Employee Retirement Income Security Act ("ERISA") for years other than 1999, 1998, 1997, 1993 and 1992.

37. Please provide a copy of the plan document and summary plan description that describes the 401(h) Account referred to in the 101(e) Notices that were provided to the Secretary of Labor for 1999, 1998, 1997, 1993 and 1992. If the document that describes the 401(h) Account is other than the plan document or summary plan description, please provide a copy of whatever document contains that description.

38. Please provide a copy of the Trust document that sets forth and describes DuPont's authority to transfer assets from the Pension Plan to a 401(h) Account. If the document that sets forth and describes such authority is other than a Trust document, please provide a copy of whatever document contains that description.

39. Please provide the dollar value of assets actually transferred to a 401(h) Account for each year in which such transfer was made.

40. Please describe how the assets transferred to the 401(h) Account, in each year, were used. If the full amount of assets transferred in any given year was not spent for qualified retiree health liabilities, please explain what happened to the assets; for example, was it returned to the Pension Plan?

41. Please provide any accounting statements, reconciliation reports or other financial documents that detail the use of assets transferred to the 401(h) Account.

42. Please provide copies of the financial analysis or other calculations that were performed to determine DuPont's reasonable estimate of qualified retiree health liabilities prior to each asset transfer to a 401(h) Account in accordance with DuPont's obligations under applicable law.

43. Does DuPont intend to transfer assets from the Pension Plan to a 401(k) Account this year?

44. If the answer to #8 is yes, please state the anticipated amount of the transfer.

Please provide a written response that includes complete and responsive information to each of the requests described herein by December 2, 2002. Additional requests for information may be made in follow up to your responses to the questions set forth herein.

The Union looks forward to your prompt response.

Very truly yours,

Kenneth Stanifer
International Representative
Region VIII
PACE Local 5-2002

Cc: Gerald P. Johnston, Vice President, Region VIII
Carl Goodman, President, PACE Local 5-2002
PACE Local 5-2002
Allison Madan, Esq., Slevin & Hart
Kathleen Hostetler, Esq., Counsel for PACE

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Direct Fax (704) 373-8831

December 19, 2002

COPY

Mr. Kenneth Stanifer
International Representative, Region VIII
Paper, Allied-Industrial, Chemical &
Energy Workers International Union
Local 5-2002
1790 Sunset Drive
Hamilton, Ohio 45013

Dear Mr. Stanifer:

Reference is made to your letter dated November 27, 2002, requesting an unreasonably voluminous amount of information about DuPont's "health care accounting methods," some of which previously has been requested by, and furnished to your Union.

At the outset, let me reiterate the statements made in my letter of November 21, 2002. The corporate-wide Beneflex Flexible Benefits Plan (an umbrella for several benefit plans, of which the Beneflex Medical Care Plan is one) afforded to DuPont's Louisville employees reserves to the Company the right to (1) determine the price of coverage; (2) control and manage the operation and administration of the Plan, and (3) to change or discontinue the Plan without prior negotiation with the Union. Your Union clearly agreed to these provisions. Moreover, the Company unilaterally has made numerous changes to control the pricing of its various Plans over the last few years -- all without any claim of "unlawful conduct" by your Union. To bargain over the changes before implementation at this point would be a drastic departure from the Company's long-established, past practice of making annual changes to Beneflex, which practice is the "status quo."

For that reason and, because the parties -- at your request -- are not yet bargaining over economic matters (including Health Care Insurance), we view your information request simply as a bad faith effort to delay negotiations and unduly burden the Company.

Nevertheless, in an effort to further the negotiation process, we will respond to your request as fully as appropriate and in as timely a fashion as we are able to do so.

In that regard, we note that although your letter was dated November 27, 2002, and demanded a response by December 2, 2002, the request was mailed on December 3, 2002, and received at the Louisville Plant on December 4, 2002. Given the volume of data requested and the limited resources available, it will take a considerable amount of time to research and assemble. Such data as we are able to provide, however, will be forwarded as it is compiled.

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Finally, as noted in my letter of November 21, 2002, when the parties do begin negotiations over economic matters, should your Union decide to propose an alternative health care insurance plan, we certainly will consider and discuss it with you.

Sincerely yours,

McGUIREWOODS LLP

John O. Pollard

JOP:crh

cc: Mr. Carl J. Goodman
President PACE 5-2002
Paper, Allied-Industrial, Chemical
and Energy Workers International Union
P.O. Box 16333
Louisville, Kentucky 40256-0333

This notice is required by law. No action is required by you.

NOTICE OF MATERIAL MODIFICATIONS

To the benefit plans of E. I. du Pont de Nemours and Company

DuPont is required to tell you about certain changes to its benefit plans either by revising the Summary Plan Descriptions (SPDs) or by a notice of material modifications. You should keep this notice with your current SPDs until a revised SPD that includes this information is issued. This notice covers only changes to plan terms and conditions. It does not include changes in administrative practices, such as the price changes for the BeneFlex offerings. You may not be a participant in all of these plans, so some of this information may not apply to you. If you have any questions about this notice, contact the editor of this publication.

BENEFLEX MEDICAL CARE PLAN

Effective January 1, 2003, the BeneFlex Medical Care Plan was amended to: (1) discontinue one pricing option (L); (2) include infertility and in vitro fertilization treatment deductible amounts in the out-of-pocket maximums (commonly referred to as the stop-loss); and (3) add a new pricing option (U). A summary of the features of the new pricing option follows:

	Deductible			Shared Expenses		Stop-Loss	
	Health Fund	Participant	Total	In-network	Out-of-network	In-network	Out-of-network
Single	$ 500*	$1,000	$1,500	DuPont pays 90%	DuPont pays 70% R&C	$3,500	$ 5,000
Two Person	$ 750*	$1,500	$2,250			$5,250	$ 7,500
Family	$1,000*	$2,000	$3,000			$7,000	$10,000

*For 2003, the Company provided a health fund equal to 1.5x the normal amount.

BENEFLEX DENTAL CARE PLAN; DENTAL ASSISTANCE PLAN

Effective January 1, 2003, the Plans were amended to exclude coverage for charges related to the repair of natural teeth or other body tissues required as a result of accidental injury. The BeneFlex Medical Plan and the Medical Care Assistance Program cover these items.

SAVINGS & INVESTMENT PLAN

Effective January 1, 2002, the Plan was amended to:

- provide for immediate vesting of company contributions for all current employees;
- permit rollovers of non-taxable funds in eligible rollover distribution situations and expand the sources to/from which rollovers will be permitted (for example, government plans and, for non-spouses, conduit IRAs);
- reduce the maximum hardship withdrawal suspension period from 12 months to 6 months;
- eliminate the impact of the so-called "same desk" rule that restricted access to pre-tax funds in certain divestiture/joint venture situations; and
- raise the limit on the maximum amounts that can be credited to your account each year as a result of the 2001 tax bill, which eliminated the "25% of Section 415 compensation" definition and now allows the Plan to consider the lesser of 100% of Section 415 compensation or the specific annual dollar limits (currently $40,000) as the maximum allowable annual contribution amount.

Effective February 1, 2002, the periodic payment provisions of the Plan were redefined to permit all individuals who commence payments on or after that date to take advantage of the more liberal life expectancy calculation method approved by the IRS in 2001.

Effective July 1, 2002, the AIM Value Fund changed its name to the AIM Premier Equity Fund.

Effective for terminations on or after July 31, 2002, the Plan was amended to permit all Participants to retain existing loans beyond their termination date.

Effective August 30, 2002, the Conoco Stock Fund was renamed the Conoco/Phillips Stock Fund to reflect the completed merger of the two companies.

Effective November 14, 2002, the Plan was amended to make the creation of the Employee Stock Ownership Plan (ESOP) within SIP final rather than conditional.

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ADDITIONS TO JULY 1998 SUMMARY PLAN DESCRIPTIONS

Managed Health Care 1998:

"Enrollment" (page 8): The second paragraph following the "Note" should read as follows:

"If you, the employee, are required by court order to provide medical coverage for your children, your children are eligible for coverage if they are under 25 and unmarried. The court order must meet the requirements for a qualifying medical child support order. If you disagree with the plan's decision or lack thereof concerning the qualified status of a medical child support order, you may file suit in Federal court. Contact DuPont Connection for procedural details."

Non-Managed Health Care 1998:

"Enrollment" (page 5): The second paragraph following the "Note" should read as follows:

"If you, the employee, are required by court order to provide medical coverage for your children, your children are eligible for coverage if they are under 25 and unmarried. The court order must meet the requirements for a qualifying medical child support order. If you disagree with the plan's decision or lack thereof concerning the qualified status of a medical child support order, you may file suit in Federal court. Contact DuPont Connection for procedural details."

Pension & Retirement Plan:

"Qualified Domestic Relations Order" (page 25): The last paragraph of this section should read as follows:

"There are specific legal requirements that a domestic relations order must meet to be recognized by the Plan Administrator and specific procedures regarding the amount and timing of payments. You can obtain a copy of the Plan's procedures governing Qualified Domestic Relations Orders by contacting the Plan Administrator.

If you are affected by such an order, you will be notified by the Plan Administrator. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court."

Savings & Investment Plan:

"Qualified Domestic Relations Order" (page 22): The last paragraph of this section should read as follows:

"There are specific legal requirements that a domestic relations order must meet to be recognized by the Plan Administrator and specific procedures regarding the amount and timing of payments. You can obtain a copy of the Plan's procedures governing Qualified Domestic Relations Orders by contacting the Plan Administrator.

If you are affected by such an order, you will be notified by the Plan Administrator. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court."

All SPDs:

The following sentence should be added at the end of the section titled, "Your Rights Under ERISA":

"You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Pension and Welfare Benefits Administration."

OTHER LEGALLY-REQUIRED NOTICES

The BeneFlex Medical Care Plan and the Medical Care Assistance Program comply with the provisions of the Women's Health and Cancer Rights Act concerning coverage for reconstructive surgery in connection with mastectomies. Specifically, the plan covers: reconstruction of the breast on which the mastectomy has been performed; surgery and reconstruction of the other breast to produce a symmetrical appearance; and prostheses and treatment of physical complications of all stages of mastectomies, including lymphedemas.

OCTOBER 2003

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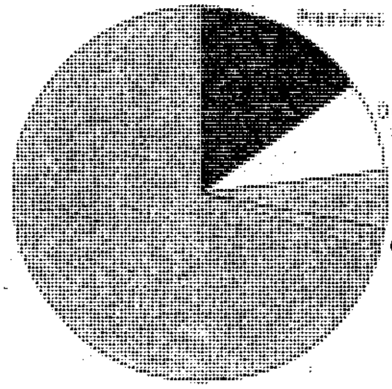
PlainTalk

DUPONT BENEFITS ADMINISTRATION SERVICES—
HELPING YOU PLAN YOUR DIRECTION FOR THE FUTURE

Continuing the Health Care Strategy

How costs are shared



For illustration. Estimated from Plan Provisions.

Last year, DuPont announced a health care strategy designed to improve the competitiveness of employee medical benefits. The strategy focuses on two components: maintaining a competitive cost-sharing policy for employees, and providing resources and incentives to encourage prevention, wellness and consumerism.

The cost-sharing policy focuses on how TOTAL plan costs will be divided between DuPont and the participants. TOTAL plan costs include those amounts that participants pay out-of-pocket, not just the claim dollars that are paid by the plan. Like last year, in 2004, the total costs for employee medical coverage will be shared using a 70/30 projected ratio. DuPont expects to pay approximately 70% of the employee medical plan costs. Employees pay 30% of the total medical plan costs through premiums, copayments, coinsurance and deductibles.

Employee medical premiums will be increasing 5% for 2004. Compared to the double-digit medical plan cost increases reported nationally, this is great news. The two principal factors that helped us beat the national averages were (1) careful use of

Employees and retirees at DuPont are playing a major role in containing health care cost increases.

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DUPONT
The miracles of science™

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Do You Worry All the Time?

Anxiety is a normal emotion that rouses people to take action. It is part of your fight or flight stress response and can be protective and stimulating under the right circumstances. Generally, it is common to experience anxiety before taking a test, speaking in public or going on a first date. However, Generalized Anxiety Disorder (GAD) is an illness that affects your ability to return to homeostasis or balance. If it is not treated, people suffering from GAD experience chronic exaggerated worry and tension, even though nothing seems to provoke it.

Just like diabetes or heart disease, GAD is a real illness that needs to be treated. Generalized Anxiety Disorder is characterized by six months or more of chronic, exaggerated worry and tension that is unfounded or much more severe than the normal anxiety most people experience.

Generalized Anxiety Disorder affects about 4 million Americans a year or about 3% of the population. Research indicates that GAD rarely occurs alone and people suffering from GAD have a higher risk of other disorders, such as depression.

Most often, GAD starts when a person is still a child or teenager. It can also start in an adult. People with GAD may visit their doctor many times before they find out what their real illness is. They may ask their doctor to help them with the signs of GAD like headaches or trouble falling asleep, but don't get help for the illness itself.

EAP
Employee Assistance Program

Symptoms of Generalized Anxiety Disorder

Having this disorder means always anticipating disaster, or worrying excessively about health, money, family or work. GAD is often accompanied by physical symptoms such as trembling, muscle tension, headaches, irritability, sweating or hot flashes. GAD sufferers may feel lightheaded, out of breath, nauseated or as though they have a lump in the throat. They tend to feel tired and have trouble concentrating and relaxing. They often have trouble falling or staying asleep.

How can I recognize if I or someone I care about has Generalized Anxiety Disorder?

- Consistent worry about matters small and large
- Inability to concentrate
- Headaches and unexplained muscle aches
- Difficulty falling asleep or staying asleep
- Nausea, uncontrolled sweating, or hot flashes
- Overall tension

While many of these symptoms may have causes unrelated to anxiety, it is important to get help if you or a family member experiences any of them. Generalized Anxiety Disorder is highly treatable with psychosocial therapies, medication, or both.

Effect on the family

Anxiety disorders can be as disruptive to family life as any other chronic illness. Many normal family activities may become difficult or impossible, there may be economic loss, additional stress, even resentment directed toward the individual with the disorder. Anxiety disorders can exact a heavy emotional toll on all members of the family circle, but they do not have to.

One of the most important things you can do is to be supportive. There are many ways in which you can provide support:

- Contact your site Employee Assistance Consultant for professional help.
- Learn as much as possible about the disorder.
- Avoid blaming behavior.
- Try to maintain a normal routine, but be flexible.
- Modify expectations during stressful periods.

If you would like more information on Generalized Anxiety Disorder, call your site Employee Assistance Consultant at **800-423-7266**, Option 1.

To take a free confidential Anxiety Screening, log on to:

www.mentalhealthscreening.org/screening
Keyword: Dupont

or

call toll-free: **1-866-251-5749**

Remember—help is just a phone call away!

Continuing the Health Care Strategy

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health care dollars by employees and their dependents and (2) plan design changes made during 2002–2003 that increased the incentives for consumerism.

Employees' actions are helping to suppress medical plan cost increases. As a group, employees are becoming knowledgeable users of health care.

Plan design changes in the last few years have helped influence consumer purchasing behavior. When prescription drug benefits switched from a flat retail copay to a 30% coinsurance,* participants naturally considered lower-cost alternatives such as generic medications and mail-order delivery. In 2003, DuPont introduced the Consumer Choice medical plan option and over 3,300 employees enrolled in this consumer-focused plan option. Similarly, the new Medical Decision Support service has received high marks from the over 900 participants helped by the program during its first six months. Medical Decision Support provides participants with the latest information, treatment protocols and access to knowledgeable physicians to learn more about over 45 health care conditions including cancer, diabetes, multiple sclerosis and stroke.

The external pressures pushing medical plan costs upward are tremendous. To help combat rising costs and sustain a trend in the single digits, participants must continue to focus on improving their personal health and reducing spending. Participants influence the medical premiums by being knowledgeable and wise health care consumers.

*Minimum copayments apply.

LifeWorks Better solutions. Better service.

LifeWorks®—a Free Employee Resource Program to Help Make Your Life a Little Easier

INFO
CENTER

Everybody. Every day.

You spend every day trying to make time for everything that's important to you—your work, your family, your life. Sometimes it can seem as if there's too much for you to handle. When you need a helping hand, get in touch with LifeWorks to find the advice, support, practical solutions and online resources you need. Whether you want to get out of debt or get in shape, whether you're preparing for a new baby or preparing for retirement. No matter who you are, LifeWorks is designed to help you. No question is too small, no issue is too big. The service is free and completely confidential. And because you never know when you'll need us, we're here 24 hours a day, 7 days a week.

The program can give you information, advice, and support on a wide range of everyday issues, including:

- Parenting and child care
- Education
- Older adults
- Midlife and retirement
- Disability
- Finance
- General legal information
- Work
- Managing people

LifeWorks offers you:

- A real person to talk to when you need an answer to a question
- An award-winning website with online articles, workshops, locators, self-assessments and much more
- Free booklets, audio recordings and other materials to help you get the answers you need in the format you want
- Referrals to resources, services and support in your community
- A commitment to always be there when you have a question or need help

You can access LifeWorks online at **www.lifeworks.com** (company name/user id: dupont; password: duplwo)

Consultants who speak Spanish, simultaneous translation into more than 140 other languages, and a TTY/TDD phone number are also available. Call **800-635-0606** to speak to a consultant 24 hours/7 days a week.

Keep reading to see how LifeWorks has made a difference in the lives of some employees who have used its services.

Real help for real people

LifeWorks is always there for you, ready to help in the way that best fits your preferences, your schedule and your needs. No matter how big or small your concern, or what point you are in life, LifeWorks service is dedicated to bringing real help to real people. Here are just a few examples.

Choosing a summer camp

"I don't really know where to start," the single father said when he called LifeWorks. "I have custody of my two children this summer. I've been browsing through LifeWorks Online and I read the articles on planning summer activities. I even found some specific camps that sound interesting in your Camp Locator, but I have questions, and I'd like to know more about some activities in my area."

To help him get the answers he needed, a LifeWorks consultant asked about the children's ages, their interests and personalities, the family's budget and other relatives who lived nearby. A few days later, the consultant mailed information about local day camp programs, along with tips on what to look for when choosing an overnight camp or a day program.

Caring for older relatives

Caring for an aging relative whose needs are changing can be challenging and stressful. For one employee, LifeWorks Online provided much-needed resources. "This site has helped me look into how to cope with my mom, who has been with me for a year now. She has different ailments and I can't see anyone caring for her but myself. The site has also helped me with the stress, which I never realized I had, from dealing with her. Thanks and keep the information coming—it's very useful."

Another user writes, "I truly appreciate the elder care resources. I was able to find help for my mom who had a stroke two years ago without health insurance. Within hours of searching your site, I was able to provide physical therapy, occupational therapy, speech therapy and home health aides...I am truly grateful."

Plugging a leaky roof

"My neighbor has been watching my house while I'm away. He just called to say there is water running down my walls after the recent storm and the roof is leaking!" an employee exclaimed when she called LifeWorks. "What can I do? I have a meeting tomorrow and can't just cancel and come home."

The LifeWorks consultant got right to work, and quickly identified several licensed, reputable roofers and contractors not far from the employee's home—some with after-hour emergency numbers. He even located an insured, bonded individual who could stay at her house while estimates and repairs were made. Pleased, the employee arranged for repair work to begin immediately. And the next day, she kept her appointment with the CEO.

Surviving the college application process

The high school senior thought he already knew what he wanted—a college where he could major in architectural design. But it had to be in his home state, and he was pretty sure he'd need financial aid. Using LifeWorks Online, he and his dad picked some schools on the College Locator and downloaded helpful articles on interviews and visits. Then they called for more advice.

The LifeWorks consultant answered their questions about applying for financial aid and sent a guidebook to help the son plan and keep track of the entire application process. "I was amazed at all the helpful information we received," the father said. "LifeWorks was really there for us, every step of the way."

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New for 2004—The DuPont Legal Plan Is Added to BeneFlex

We have all encountered situations where access to legal support would be a real asset. To help address these situations, DuPont is pleased to announce the addition of a group legal plan to the BeneFlex menu. We believe this new service will be a valuable, cost-effective tool for you. This service is offered through Hyatt Legal Plans.

$16.80 per employee per month—covers spouse and dependents

Unlimited telephone advice and office consultations on personal legal matters with an attorney of your choice

E-Services—Attorney locator; law firm e-panel; law guide; free, downloadable legal documents; advice on financial planning, insurance and work/life

Full representation for the following services:

Wills and estate planning
Living wills
Powers of attorney
Wills and codicils
Trusts

Real estate matters
Eviction defense
Tenant negotiations
Refinancing of home
Sale or purchase of home

Family law
Name Change
Premarital agreement
Uncontested adoption
Uncontested divorce and separation
Uncontested guardianship

Debt matters
Debt collection defense
Personal bankruptcy
Tax audits (IRS, state, local)
Identity theft defense

Consumer protection
Consumer protection matters
Small claims assistance

Traffic matters
Traffic defense (excludes DUI)
Driving privileges restoration

Defense of civil lawsuits
Administrative hearings
Civil litigation defense
Incompetency defense

Document preparation
Affidavits
Deeds
Demand letters
Mortgages
Notes

Document review
Any personal legal document

Juvenile matters
Juvenile defense

Reduced fees
Network attorneys provide personal injury, probate and estate administration matters at reduced fees

Additional plan information

- No waiting periods, dollar caps or hour limits. Excludes criminal, business and employment-related matters. Refer to the Hyatt Legal Plans website at **www.legalplans.com** for further information regarding covered services, participating attorneys and exclusions.
- Participants have the freedom to choose any out-of-network attorney and are reimbursed according to an established schedule.
- For more information about the Plan visit the Hyatt Legal Plans website **www.legalplans.com**—click on *"Thinking about enrolling?"* Your password is 4500020. You may also contact Hyatt's Client Service Center toll-free at **1-800-821-6400** Monday through Thursday 8 a.m. to 7 p.m. and Friday 8 a.m. to 6 p.m. (ET).
- In certain states, coverage is provided through insurance underwritten by Metropolitan Property and Casualty Insurance Company, Warwick, Rhode Island; in Florida provided by Hyatt Legal Plans of Florida, Inc.

Hyatt Legal Plans
A MetLife Company

Consumer Choice Medical Option Health Fund Rollover Amounts

The Health Fund is a DuPont-provided personal benefit account set up for each employee participating in the Consumer Choice medical option. The Health Fund pays 100% benefits for covered medical services, before any plan deductible applies. This benefit is in addition to the plan's 100% wellness and prevention coverage.

If you are one of the more than 3,000 employees participating in the Consumer Choice medical option, you may end the year with a leftover balance in your personal Health Fund. Approximately 85% of participating employees had available Health Fund benefits remaining in their accounts as of June 30, 2003. As you consider your medical plan options for 2004, keep in mind that any unused Health Fund amounts roll over and continue to be available in future years so long as you continue to participate in the Consumer Choice medical option.

The value of unused Health Fund amounts

If you continue to participate in the Consumer Choice medical option in 2004, the remaining value in your Health Fund at the end of 2003 will be added to your 2004 beginning Health Fund amount provided by DuPont. Health Fund rollover amounts reduce your share of plan costs by:

1. Increasing your 2004 Health Fund
2. Reducing your personal deductible
3. Reducing your stop-loss

Your total Health Fund rollover amounts can be used to reduce or eliminate your personal deductible. Even if you change coverage levels from year to year—say from "You Only" to "You Plus One"—you may still roll over any unused Health Fund balance.

Health Fund Rollover Example

Pam has family coverage in the 2003 Consumer Choice medical option. Of her available Health Fund, she has $475 remaining at the end of the year. If she elects to continue Consumer Choice coverage for her family in 2004, her plan benefits will be as follows:

Health Fund	2003 Health Fund Rollover	$ 475	
	2004 Health Fund Company Allowance	$1,000	
	Total 2004 Health Fund for Pam's family	$1,475	
Deductible	Consumer Choice family deductible	$3,000	
	Less: Total 2004 Health Fund	($1,475)	
	2004 Employee Deductible for Pam's family	$1,525	
Stop-Loss		**In-Network**	**Out-of-Network**
	Consumer Choice family stop loss	$7,000	$10,000
	Less: Health Fund Rollover	($ 475)	($ 475)
	2004 stop-loss for Pam's family	$6,525	$ 9,525

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New Dental Plan Feature

The DuPont Dental Assistance Plan continues to provide comprehensive dental coverage while offering you the flexibility to use any dentist. The existing BeneFlex Dental Care Plan benefits remain unchanged for 2004 but we've added a new feature that may lower your dental bill. Effective January 1, 2004, the Company has contracted with MetLife to take advantage of negotiated discounts offered by the dentists participating in the MetLife Preferred Dentist Program (PDP). The MetLife PDP network—with more than 62,000 general and specialty dentists nationwide—will give you opportunities to save money while continuing to provide you with access to quality dental care.

What this means for you

The dental plan continues to allow you to visit any dentist you wish and still be covered. However, **you may pay less** when you visit a dentist in the PDP network. In exchange for participating in the PDP, these dentists have agreed to accept fees that are typically 10–30% lower than the average charges for dental services in their community. And when you visit a PDP dentist, you'll be guaranteed that the dentist will charge an amount that falls within the plan allowance for covered services. This means you won't be balance-billed by PDP dentists.

If you visit a *non-PDP* dentist, you will continue to receive the same benefits you do today from the dental plan. The plan allowance and benefit levels are not impacted by this plan enhancement.

Is your dentist a PDP dentist?

DuPont wants to offer all plan participants the widest possible selection of PDP dentists. A broad provider network means greater savings opportunities for you, your family, and all other plan participants.

Certain locations offer a limited number of PDP dentists. MetLife is actively recruiting dentists to expand the network, and welcomes your help. If you are satisfied with your dentist but he or she does not participate in the PDP, please give your dentist a MetLife **Dentist Nomination** card and encourage him or her to join. MetLife would be happy to talk to your dentist about the benefits of PDP participation. A Dentist Nomination card is enclosed for your convenience.

Do you have any questions?

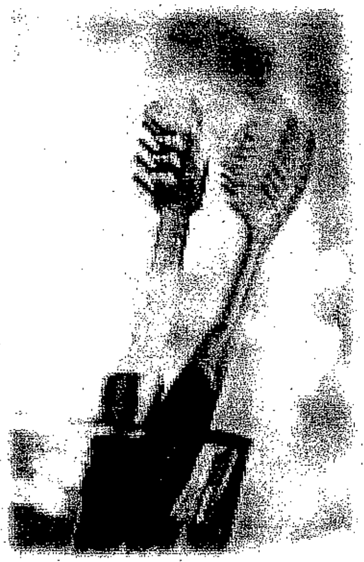
For more MetLife PDP information and a list of participating dentists in your area, visit the MetLife website at **www.metlife.com/mybenefits** or call MetLife toll-free at **1-888-883-0052**.

DuPont Dental Assistance Plan Benefits

As a participant in the Dental Assistance Plan, you receive care from any dentist you choose.

Coverage	High Option (A)	Standard Option (B)
Preventive and Diagnostic Care	100% of Reasonable & Customary	100% of Reasonable & Customary
Restorative and Other Covered Services	75% based on the regional scheduled amount	50% based on the regional scheduled amount
Annual Maximum Benefit	$2,000 per individual	$1,100 per individual
Lifetime Orthodontic Maximum Benefit (for dependent children under age 19)	$1,200 per child	$1,200 per child

Accessing Dental Information



Since your experience with using your dental plan is such an important part of the overall value your plan provides, DuPont has partnered with MetLife to deliver quality claim processing and customer service. Effective January 1, 2003, MetLife became the claims administrator of the DuPont dental plan, providing over 100,000 employees/pensioners/survivors and their covered dependents with valuable dental benefit services.

What you need when you need it

We're not content to just process claims—we want you to have a great experience. That's what MetLife's service commitment is all about. MetLife's commitment to service delivers fast, efficient resource options, enabling you and your dentist to receive benefit information through multiple customer service channels for easy, convenient access to the information you need at the time and in the way you prefer.

✓ MyBenefits—www.metlife.com/mybenefits

MetLife's *MyBenefits* website puts important information about your dental benefit plan and claims at your fingertips. Once registered you will be able to:

➤ Verify eligibility for yourself and/or your dependents, check coverage levels.

➤ Get detailed information about your dental claims.

➤ Receive e-mail alerts when claims have been processed.

➤ Download claim forms.

➤ Find a participating dentist.

Once you've registered, you can access information about your benefits at any time using your user name and password. *MyBenefits* is the most convenient way to manage your benefits, so take a moment and register today. Should you have any questions, please contact the MetLife Help Desk at **1-877-9MET-WEB (1-877-963-8932).**

You will notice that the *MyBenefits* homepage highlights some advantages of the MetLife Preferred Dentist Program (PDP). Use of preferred dentists is completely voluntary. The DuPont dental plan provides the same benefits regardless of which dentist you use. However, you may pay less when you visit a dentist in the PDP network, since PDP dentists have agreed to accept negotiated fees for their services. Refer to the article on page 8 for more information on this Dental Plan feature.

✓ The MetLife Dental Customer Service Line—1-888-883-0052

MetLife's automated system is available 24 hours a day, 7 days a week, and provides quick and easy access to information regarding your dental plan benefits and claims without having to wait for a Customer Service Consultant to assist you.

➤ Verify eligibility and plan design information.

➤ Review claim status and claim history for your entire family.

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A Good Night's Sleep

We all look forward to a good night's sleep. Getting enough sleep and sleeping well help us stay healthy. Many older people do not enjoy a good night's sleep on a regular basis. They have trouble falling or staying asleep. Sleep patterns change as we age, but disturbed sleep and waking up tired every day are not part of normal aging. In fact, troubled sleep may be a sign of emotional or physical disorders and something you should talk about with a doctor or sleep disorders specialist.

Sleep and aging

There are two kinds of sleep in a normal sleep cycle—rapid eye movement (REM) or dreaming sleep and quiet sleep (non-REM). Everyone has about four or five cycles of REM and non-REM sleep a night. For older people, the amount of time spent in the deepest stages of non-REM sleep decreases. This may explain why older people are thought of as light sleepers. Although the amount of sleep each person needs varies widely, the average range is between seven and eight hours a night. As we age, the amount of sleep we can expect to get at any one time drops off. By age 75, for many reasons, some people may find they are waking up several times each night. But no matter what your age, talk to a doctor if your sleep patterns change.

Common sleep problems

At any age, insomnia is the most common sleep complaint. Insomnia means:

- ➤ Taking a long time to fall asleep (more than 30 to 45 minutes)
- ➤ Waking up many times each night
- ➤ Waking up early and being unable to get back to sleep
- ➤ Waking up feeling tired

With rare exceptions, insomnia is a symptom of a problem, not the problem itself. Insomnia can be linked with other sleep disorders such as sleep apnea, a common problem that causes breathing to stop for periods of up to two minutes, many times each night.

There are two kinds of sleep apnea:

- ➤ Obstructive sleep apnea is an involuntary pause in breathing—air cannot flow in or out of the person's nose or mouth.
- ➤ Central sleep apnea is less common and occurs when the brain doesn't send the right signals to start the breathing muscles.

In either case, the sleeper is totally unaware of his or her struggle to breathe. Daytime sleepiness coupled with loud snoring at night are clues that you may have sleep apnea. A doctor specializing in sleep disorders can make a diagnosis and recommend treatment. Treatments include learning to sleep in the correct position, devices that help keep your airways open, medication and surgery.

Suggestions for a good night's sleep

A good night's sleep can make a big difference in how you feel. Here are some suggestions to help you:

- Follow a regular schedule—go to sleep and get up at the same time. Try not to nap too much during the day—you might be less sleepy at night.
- Try to exercise at regular times each day.
- Try to get some natural light in the afternoon each day.
- Be careful about what you eat. Don't drink beverages with caffeine late in the day. Caffeine is a stimulant and can keep you awake. Also, if you like a snack before bed, a warm beverage and a few crackers may help.
- Don't drink alcohol or smoke cigarettes to help you sleep. Even small amounts of alcohol can make it harder to stay asleep. Smoking is dangerous for many reasons, including the hazard of falling asleep with a lit cigarette. The nicotine in cigarettes is also a stimulant.
- Create a safe and comfortable place to sleep. Make sure there are locks on all doors and smoke alarms on each floor. A lamp that's easy to turn on and a phone by your bed may be helpful. The room should be dark, well ventilated, and as quiet as possible.
- Develop a bedtime routine. Do the same things each night to tell your body that it's time to wind down. Some people watch the evening news, read a book or soak in a warm bath.
- Use your bedroom only for sleeping. After turning off the light, give yourself about 15 minutes to fall asleep. If you are still awake and not drowsy, get out of bed. When you get sleepy, go back to bed.
- Try not to worry about your sleep. Some people find that playing mental games is helpful. For example, think black—a black cat on a black velvet pillow on a black corduroy sofa, etc.; or tell yourself it's five minutes before you have to get up and you're just trying to get a few extra winks.

If you are so tired during the day that you cannot function normally and if this lasts for more than two to three weeks, you should see your family doctor or a sleep disorders specialist.

Additional information sources

For general information about sleep, contact the following organizations:

American Sleep Apnea Association
1424 K Street NW
Suite 302
Washington, D.C. 20005
202-293-3650
www.sleepapnea.org
asaa@sleepapnea.org

Better Sleep Council
501 Wythe Street
Alexandria, Virginia 22314
703-683-8371
www.bettersleep.org

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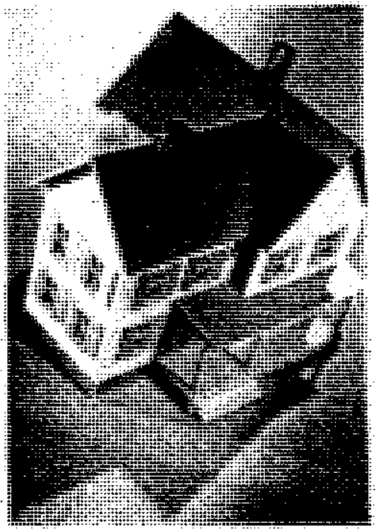
In Today's Real Estate Market, Should I RENT or PURCHASE?



In a real estate market that is experiencing historic lows in mortgage interest rates, this question becomes more and more common. When mortgage interest rates drop, affordability increases, and the income required to purchase a home is closer to that needed to lease a rental unit. Add to that the tax benefits of homeownership (i.e., the mortgage interest deduction), the consistent increases in home values over the past several years, and the fact that a long-term lease commitment of $850 to $1,000 per month or more has virtually no residual value, and it's easier to understand why more renters are opting to buy.

For example, with an interest rate of 5.25%, you could borrow $150,000 for 30 years and your monthly mortgage payment (principal and interest only) would be just $828 month. And you're building equity with every mortgage payment. Compared to paying, say, $925 a month for rent, the decision to purchase appears to be a no-brainer. There are, however, other factors to consider.

Some questions to ask yourself before buying a home

1. **Do you want the responsibilities of homeownership?** There's a formula in real estate that says you should invest 2% of the value of your home in maintenance/improvements every year to maximize the value of your investment. Maintenance is a commitment; if you're a do-it-yourselfer, be prepared to invest your time; if not, you'll need to hire licensed, qualified contractors to help you maintain your investment.
2. **How long do you plan to be in the area?** If it's less than two years, purchasing may not be your best option, due to the costs of the real estate closing, basic decorating and resale of the residence. Even if you experience some appreciation, it may be offset by the costs involved in selling the property, such as preparing your home for sale, transfer taxes, real estate commission, etc. If you're in a position to hold on to the property as an investment, research the local rental market to determine the likelihood of attracting a qualified tenant.
3. **Does homeownership fit your lifestyle?** Do you enjoy the freedom of just coming and going without the responsibility that comes with homeownership? Do you prefer having someone else be responsible for repairs and maintenance of your dwelling? If you are not interested in caring for and managing a real estate investment, homeownership may not be for you. Maybe you are experiencing uncertainty in your job, or are a candidate for relocation. If so, see above.
4. **Will you qualify for a mortgage?** You must know the answer to this question before pursuing a home purchase. You can call and/or meet with a mortgage representative, or go online and input your data into a mortgage calculator to find out the mortgage amount for which you qualify. Finding out your credit score is essential to the mortgage approval process.

5. **Do you have sufficient cash for settlement/closing?** In addition to your down payment, you will need funds for closing on your home. A "good faith estimate of closing costs" will be prepared by your real estate agent. Typically, funds needed range between 3% and 7% of the purchase price of the home. Your real estate agent and/or mortgage company representative can provide accurate information.

Is real estate a good investment?

When investors lose confidence in the stock market, many look to capitalize on the positive Return on Investment (ROI) of real estate. In the back of most buyers' minds are the questions: "How much money will I make on this house when I sell it? Is it reasonable to expect the same appreciation as the past three or four years?" The fact is, no one knows, and like any investment, homeownership is not risk-free. It is, however, one of the few investments that also provides a basic necessity—shelter—that people will always need.

Ironically, the benefits of a strong housing market actually extend to renters. The managers of apartment and townhouse communities are well aware of how accessible the local housing market has become to buyers. Several rental communities now offer "introductory specials" to attract new tenants to their properties. One local community last winter offered to reduce the monthly rent by $200 for any new tenant signing a one-year lease during the month of December. Recently, rental communities have been increasing their marketing efforts or discounting their existing rental rates to minimize vacancies.

The bottom line is this: The decision to rent or buy a home is never an easy one. And, as with any major investment, the more information gathered, the better prepared you'll be to make a decision with which you'll be happy for years to come. The good news is, the current housing market offers more options than ever before, regardless of whether you rent or purchase!

Let ***DuPont Moving Solutions*** assist you with your choice. Call or e-mail us today.

DuPont Moving Solutions

1-866-269-5554

www.movingsolutions.dupont.com

Getting Out of Your Chair

Robert K. Ibbetson, RN, P.A.
Senior Consultant, Occupational Medicine

Have you thought very much about what you can get out of being active—putting movement into your life?

Movement can help you feel better.

Movement can help you look better.

Movement can help you be healthier.

What would be the two most important benefits of movement (physical activity) for you? Be specific!

1. ______________________________

2. ______________________________

Do you know you can get most of the benefits of movement just by *walking* on a regular basis? You do not have to jog or go to aerobics classes to be a mover (exerciser). (This ties in nicely with the August LifeWorks® offering on *Walking your Way to Better Health*—a helpful new recording which focuses on the physical, social and emotional benefits of walking. This CD is free to employees by contacting LifeWorks®.)

Many things can interfere with physical activity or your moving. Here are some of the reasons that people give for not being physically active. Check to see the ones that apply most to you.

_____ Exercise is hard work.

_____ I am usually too tired for exercise.

_____ I do not have anyone to exercise with me.

_____ The weather is too bad.

_____ There is no convenient place.

_____ I am too overweight.

_____ I do not enjoy exercise.

_____ I hate to fail, so I will not start.

_____ I do not have a safe place to exercise.

_____ Exercise is boring.

_____ I do not have the time.

_____ I am too old.

What are the two main things that keep you from wanting to be moving?

1. ______________________________

2. ______________________________

The good news is you can do something about the reasons you are not moving. If you think of them as *roadblocks* between you and movement, you can figure out how to get around them. You can change the roadblock itself: *I will get up earlier in the morning to make time for walking.* You can also change your attitude about the roadblock: *I really can find some time for moving.*

How can you get around your two main roadblocks? Look at the ideas on the next page.

1. ______________________________

2. ______________________________

THE FIRST STEP IN BEING PHYSICALLY ACTIVE IS GETTING OUT OF YOUR CHAIR AND MOVING!

Benefits of Movement or Physical Activity:

IMPROVE YOUR HEALTH.

➤ Reduce your risk of heart disease.

➤ Reduce your risk of some types of cancer.

➤ Reduce your risk of type 2 diabetes.

➤ Reduce your risk of osteoporosis (strengthen your bones).

➤ Promote physical and psychological health during pregnancy.

➤ Reduce the risk of ergonomics-related conditions.

➤ Promote the physical development of children.

➤ Help the management of many mental health disorders, like depression and anxiety.

➤ Sustain the health-related quality of life throughout adulthood and in old age.

INCREASE YOUR ENERGY.

MAINTAIN OR LOSE WEIGHT.

IMPROVE YOUR MOOD AND SELF-ESTEEM.

If you are sedentary, have an injury or chronic condition, are age 40+ or are unaccustomed to exercise, seek your health care provider's O.K. before significantly increasing your physical activity.

Much of the information contained in this article comes from Project PACE—Physician-based Assessment and Counseling for Exercise. Patrick K. Calfas KJ, Sallis JF, Long BJ. Basic principles of physical activity counseling:Project PACE. In: Thomas RJ, ed. The heart and exercise: a practical guide for the clinician, New York: Igaku-Shoin,1996;33-50.

CONTINUED ON PAGE 16

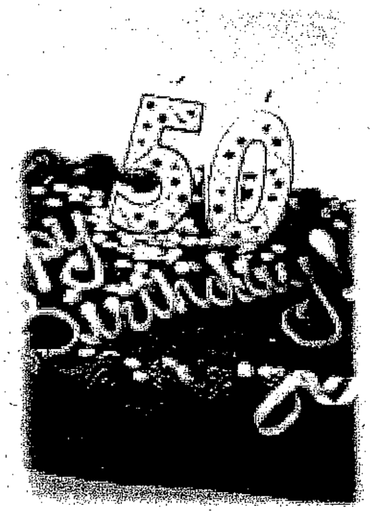
Getting Out of Your Chair

CONTINUED FROM PAGE 15

HOW TO GET PAST YOUR ROADBLOCKS

ROADBLOCK:	HOW TO GET PAST IT:
Exercise is hard work.	Pick an activity that you enjoy and that is easy for you. "No pain, no gain" is a myth.
I do not have time.	We're only talking about 30 minutes three times a week and they don't need to be continuous minutes. You can take six five-minute blocks in a day.
I do not enjoy exercise.	Do not "exercise." Start a hobby or a way of playing that gets you moving!
I am usually too tired to exercise.	Tell yourself, "This activity will give be more energy." See if it doesn't happen!
I do not have a safe place to exercise.	If your neighborhood is not safe, you can walk at work, walk in a group, walk at a mall or walk in the morning.
I do not have anyone to exercise with me.	Maybe you have not asked. A neighbor, family member, or co-worker may be a willing partner. Or you can choose an activity you enjoy by yourself.
There is no convenient place.	Pick an activity you can do near your home or work. At work, get up and move around. Take the stairs for one or two flights. Walk around your neighborhood or do aerobics with a TV show at home.
I am afraid of being injured.	Walking is very safe, and it is an excellent activity to improve your health.
The weather is too bad.	There are many activities you can do in your home, in any weather.
Exercise is boring.	Listening to music during your activity keeps your mind occupied. Walking, biking, or running can take you past lots of interesting scenery.
I am too overweight.	You can benefit from movement regardless of your weight. Pick an activity that you are comfortable with, like walking.
I am too old.	It's never too late to start. If you are ill, it is important to talk to your doctor about physical activity.

Are you turning 50 in 2004?



Effective March 1, 2003, the Savings & Investment Plan (SIP) savings limit of 22% of pay was removed and the ability to make catch-up contributions was added to the Plan.

As a result of these enhancements, SIP participants now have two new savings opportunities.

- With the removal of the savings limit, non-highly compensated employees (employees earning generally less than $90,000 in 2002 for DuPont and less than $99,100 in 2002 for DuPont Dow Elastomers) will be able to set their savings rates for both their Before-Tax and Regular Accounts in accordance with what they can afford. Plan limits will continue to apply to highly compensated employees. These limits can be found on **www1.lvs.dupont.com/hr/**. In addition, for all participating employees there is a legal limit of $40,000 on total calendar-year contributions from both you and the company to your SIP account.
- Participants 50 years or older (or projected to reach age 50 by the end of the calendar year) can now defer additional pre-tax dollars, also known as catch-up contributions, to their 401(k) accounts. In 2004, these participants will be able to save up to an extra $3,000 by increasing their before-tax savings rate to include the additional savings.

The chart on this page shows how both the pre-tax and catch-up contribution limits are scheduled to increase annually through 2006. So if you are approaching age 50, you should consider the catch-up contribution opportunity in your future financial planning.

If you would like to make changes to your SIP savings rates to take advantage of these new opportunities, take a look at your current savings rate elections and consider how much more you could save in both your Before-Tax and Regular Accounts. Also take a look at your "Reduction Option"; setting it to "A" ensures that you maximize your contributions across both accounts when regulatory or Plan limits (for highly compensated employees) impact you. When ready to make a change, simply log onto **www.benefits.ml.com** and choose the heading "Account" then "Contribution Rate," or contact a Merrill Lynch Participant Service Representative at **1-877-337-5267**.

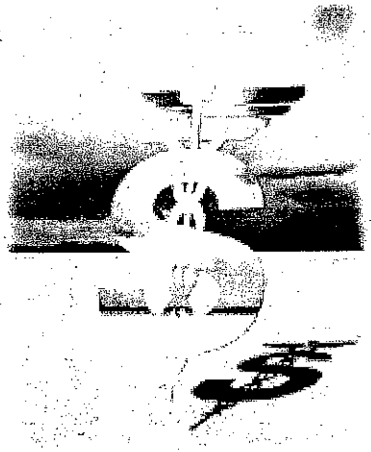
Remember: To impact your SIP deductions in any calendar month, you must submit your savings rate change no later than 3 p.m. (ET) on the last business day of the preceding calendar month.

Year	Maximum IRS Pre-Tax/401(k) Contribution for All Employees*	Catch-up Contribution Maximum (for Participants Age 50 or Older)
2003	$12,000	$2,000
2004	$13,000	$3,000
2005	$14,000	$4,000
2006**	$15,000	$5,000

*Lesser of the IRS Pre-Tax limit or the Plan limit for highly compensated employees.

**After 2006 annual increases are indexed for inflation in $500 increments.

Flexible Spending Accounts



DuPont offers employees two Flexible Spending Accounts (FSA) in which you can put aside pre-tax dollars from your paycheck to cover qualified expenses:

- Health Care Spending Account (HCSA) for certain health care expenses not covered by other benefit plans.
- Dependent Care Spending Account (DCSA) for some of the expenses you incur for qualifying dependent care.

Direct deposit

DuPont added the "direct deposit" feature to the Flexible Spending Account Plans in January 2001. This means if you choose to contribute to one or both of the spending account programs you can have your reimbursements directly deposited to the bank account of your choice. To enroll in direct deposit and obtain additional information on the benefits you can go to the website noted below anytime and print a copy of the enrollment form. If you are interested in enrolling, then complete the form and return it to Aetna for processing. Within approximately 10 business days you will be enrolled in direct deposit.

http://www1.lvs.dupont.com/hr/ FSADirectDepositwenrollmentForm.pdf

How do these FSA plans work?

When you enroll in one or both of these Spending Accounts, the dollars you designate each month will be deducted from your paycheck on a before-tax basis and credited to your personal Flexible Spending Account(s). Once you incur covered expenses, you submit a claim to DuPont's Spending Account Administrator—Aetna—for reimbursement. In other words, **you put tax-free dollars into a savings account, which you can then use for certain out-of-pocket expenses that are your responsibility to pay.**

What expenses are covered?

For HCSA, out-of-pocket expenses include **copayments** (amounts you pay under managed care for office visits); **deductibles** (designated amount you must pay for medical expenses before the medical plan in which you are enrolled pays); and **coinsurance** (percentage you pay after reimbursement for medical, dental, and/or prescription expenses). Most out-of-pocket vision expenses are also covered.

Those **orthodontia expenses** not reimbursed by the dental plan are reimbursable through the HCSA for children under age 19. However, the only expenses eligible for reimbursement are for those services received in the current plan year based on the orthodontia treatment plan or contract. If you have any questions about this benefit or a HCSA reimbursement, then contact the Aetna FSA Unit at **1-800-323-5479**.

For DCSA, eligible expenses are those you incur for dependent care (including child care) for your IRS-dependent children **under age 13** and/or an older person living with you whom you claim as an IRS dependent and who is physically or mentally incapable of self-care.

Before you enroll and take advantage of the tax savings available to you in these plans, think about these important points: The Internal Revenue Code places certain restrictions on expenses considered eligible (for instance, under the HCSA, cosmetic procedures, services or supplies are excluded, as are over-the-counter medications). So call Aetna at **1-800-323-5479** to make sure the expenses you plan to claim in 2004 will be covered.

To be eligible for reimbursement, your 2004 Spending Account claims must be for services received during 2004. Your 2004 Spending Account claims must be postmarked no later than April 15, 2005.

How does the Consumer Choice plan (Option U) rollover interact with FSA?

If you are enrolled in the Consumer Choice plan and have health fund dollars that will roll over in 2004, this will reduce your 2004 deductible out-of-pocket expense. Be sure to consider this when computing your total HCSA amount. If you have any questions about this benefit or a HCSA reimbursement, then contact the Aetna FSA Unit at **1-800-323-5479**.

How do I enroll?

If you are not currently enrolled in FSA and wish to participate for 2004, during the BeneFlex Enrollment Change Period, you can call DuPont Connection at **1-800-775-5955** or go online to the DuPont Connection website noted in your enrollment material. If you are currently enrolled, your 2004 personalized worksheet will state your 2003 designations. To make any changes, call DuPont Connection at the number above or go to the website; otherwise your 2003 designations will apply to 2004.

How much can I contribute?

There is an annual maximum contribution for each of the Spending Accounts—$5,000 for HCSA and $5,000 for DCSA—administered via a monthly maximum pre-tax deduction amount of $416.67 for each account.

Please note, if you are a highly compensated employee as defined by the Internal Revenue Service (IRS), the IRS may further limit the amount you can contribute to a DCSA. A DuPont employee who earned more than $90,000 in 2003 is considered by the IRS to be highly compensated in 2004. In order to comply with the IRS limits, your contributions may be reduced or suspended during the Plan year.

Remember to estimate your 2004 HCSA and DCSA carefully. If you don't use all the money you contribute to your account during the year, the IRS requires that you forfeit the remaining balance. However, you may still realize a tax savings, even if you forfeit money at the end of the year.

Website

To estimate your own personal tax savings, should you decide to use the Health Care Spending Account or Dependent Care Spending Account, go to the Aetna FSA website at: **www.aetna.com/fsa/index.html** and select "FSA Advisor," then "Savings Worksheet."*

*Remember this is a worksheet that provides tax information and NOT tax advice.

Accessing Dental Information

CONTINUED FROM PAGE 9

- Obtain claim forms and educational information (including risk assessment tools).
- Obtain a Pre-treatment Estimate.

If you have a more complex question, simply follow the service line prompts, and you will be directed to a knowledgeable Customer Service Consultant who will assist you with your question.

Customer Service Consultants are available:

- Monday through Thursday from 8:00 a.m. until 11:00 p.m. (ET)
- Friday from 8:00 a.m. until 8:00 p.m. (ET)

✓ ***MetLife's Provider website and customer service line***

MetLife provides a dedicated Provider website and toll-free customer service line to assist your dentist in getting eligibility and plan coverage information on the spot. Dentists can submit claims and pre-determinations, and receive benefit estimates while you're in the office. This helps streamline scheduling appointments and also helps you and your dentist discuss treatment options and payment arrangements in person.

Registering for *MyBenefits*

It's quick, easy and secure. Follow these five easy steps and you'll be on your way to becoming a better-informed member of your dental benefits plan.

1. **Log on to www.metlife.com/mybenefits or click on the *MyBenefits* link on DuPont's Intranet site.**
2. **Enter DuPont as your company name.**

You will be taken to the *MyBenefits* home page. If you wish to register to view your personal dental information, click on the **Register Now** link located on the left-hand side of the screen. **Note:** If you access *MyBenefits* through DuPont's Intranet site, you will not be prompted to enter your company name.

3. **Enter your Social Security number.**
4. **Enter your date of birth.**
5. **Set up your personalized user name and password.** Please be sure to keep your user name and password in a safe and convenient place.

DuPont Employees/Retirees Help Keep Down Pharmacy Benefit Costs

It's a fact that healthcare costs, including those for prescription drugs, continue to climb. According to a study by Medco Health, our pharmacy benefit manager, the cost for companies to provide a pharmacy benefit increased by 86 % from 1998 to 2002. Consumers generally don't think they can do much to stem the tide of rising prescription drug costs. However, employees and retirees at DuPont are playing a major role in controlling these costs.

How you've helped

So far this year, prescription drug spending at DuPont has been less than the national average. Although the design of our pharmacy benefit is certainly a factor, your efforts have helped to control spending, too.

Participants have kept prescription drug costs down by substituting less costly generic drugs for more costly brand-name drugs whenever possible. Generic drugs are safe and as effective as their brand-name counterparts. On average, generic drugs typically cost 30–80% less than brand-name drugs. Talk to your doctor to find out if generic alternatives exist for your prescriptions and if they are right for you.

Additional ways you can control costs

➤ **Take responsibility for your health.** Maintaining good health can often reduce the amount of medication you need. Speak to your doctor about what you can do to improve your health. For chronic conditions, such as asthma, diabetes, hepatitis C or multiple sclerosis, the DuPont prescription benefit features Medco Health's **Positive Approaches**® programs. These programs can provide you with information to help you to better manage your condition. For more information about the **Positive Approaches** programs, call Member Services toll-free at **1-800-RXDUPONT (1-800-793-8766).**

➤ **Use the Medco Health website whenever possible.** You can access information about your account, as well as find answers to many of your questions, by visiting **www.medcohealth.com**. Using the website streamlines the customer service process, thus reducing the volume (and associated cost) of calls that are handled by Member Services representatives.

➤ **Fill your long-term maintenance prescriptions through the *Medco Health Home Delivery Pharmacy Service*™.** Home delivery is often more cost-effective than using a retail pharmacy for long-term medications, such as those used to treat high blood pressure or high cholesterol. For most long-term medications, you can get up to a 90-day supply for one copayment, which can cost you less than what you would normally pay at a retail pharmacy.

By spending wisely and using the plan wisely, you help to control costs for you and DuPont. Thank you for supporting our goal of helping everyone to stay healthier!

Appeals Process

Most issues concerning health care claims or benefits can be resolved informally by directly contacting your carrier's customer service center. Participants should first attempt resolution by calling the toll-free number on your medical, dental or prescription ID cards.

When informal resolution is not possible, a formal appeal review process is available to participants on two levels. To initiate the appeals process at the first level, you should **write** to the health care carrier specifying exactly what benefits coverage or claims payment decision you believe is not correct based on the DuPont benefit plan to which the issue is related. The carrier is required to respond to appeals within a specific time frame mandated by Department of Labor regulations.

The carrier will respond in writing within 30 days for post-service appeals. If the carrier is unable to respond in this time period, you will be advised of the reasons for the delay (e.g., carrier is awaiting receipt of additional medical information from your doctor). Upon receipt of the additional information, the carrier has 15 days to respond.

If, after receiving the written response from the carrier, you wish to file a second-level appeal, it must be sent to DuPont Connection as follows:

DuPont Connection
Medical Appeals
P.O. Box 1407
Lincolnshire, IL 60069-1407
Phone: 1-800-775-5955

Include a copy of the carrier's **written** response to the first-level appeal and any other documentation you think is appropriate. DuPont will work with the carrier to determine if the benefit request was handled properly under the intent and design of the DuPont benefit plan. A written determination will be mailed within 30 days with the final resolution. This formal appeals process is described in more detail in the "Administrative Information" sections of the 2003 Medical and Dental Summary Plan Description booklets.

All personal health care information is treated confidentially, in accordance with DuPont and the federal HIPAA guidelines. Currently, Joanne Dowell is the HIPAA Privacy Official for the Company.

LifeWorks®—a Free Employee Resource Program to Help Make Your Life a Little Easier

CONTINUED FROM PAGE 5

Getting control of debt

The young couple earned a decent income, but they were over their heads in debt. When they finally called the LifeWorks program, they owed almost $50,000.

The LifeWorks consultant reviewed the couple's income, expenses and spending habits. Then they worked together to establish a plan. The couple contacted their creditors, consolidated their loans and managed to lower some of their interest charges. At the consultant's suggestion, they cancelled a cell phone, dropped their cable television service, changed long distance carriers and cut back on dining out. Now the couple is on track to becoming debt free. "We couldn't have done it without you," the employee told the LifeWorks consultant.

Get in touch with LifeWorks today to find out how we can help.

Online: **www.lifeworks.com**
(company name/user id: dupont; password: duplwo)

800-635-0606

Consumer Choice Medical Option Health Fund Rollover Amounts

CONTINUED FROM PAGE 7

Of course, if you have 2003 claims that are processed after the start of the new plan year, those claims may reduce the amount of your Health Fund rollover. The end result is just the same as if all of your 2003 claims were paid during 2003. (The DuPont contribution to your 2004 Health Fund cannot be used to pay for medical treatment received prior to January 1, 2004.)

Health Fund amounts have no value once you leave Consumer Choice

The Health Fund amounts are available benefits, not cash. If you stop participating in the Consumer Choice medical option, your remaining Health Fund balance is left unused and reverts to zero.

Note that Consumer Choice is not currently available to retirees. So, if you retire while participating in Consumer Choice, your coverage will automatically be changed to the Point-of-Service or Indemnity medical benefits (depending on whether or not you live in a managed care service area) when you retire and your Health Fund benefits will no longer be available.

Borrowing from your SIP account

You can find out if you have funds available to borrow from your SIP account by contacting Merrill Lynch at **1-877-337-5267**.

The finance charges (the dollar amount of the interest you pay to your SIP account) will vary with the amount of the loan, the length of the loan and the Annual Percentage Rate (APR).

The chart at the right shows sample finance charges. The actual finance charges you pay will be based on the interest rate in effect at the time your loan is initiated.

Finance Charges per $1,000 Borrowed

APR (%)	Loan Term (Months) 12	24	36	48	60
4	$22	$42	$63	$84	$105
5	$27	$53	$79	$105	$132
6	$33	$64	$95	$127	$160

Repayment Terms: The payment terms include your promise to repay any loan in full. You can prepay your loan in full at any time without penalty.

DUPONT CONNECTION

1-800-775-5955
www.resources.hewitt.com/dupont

FINANCIAL

Savings & Investment Plan (SIP) and DuPont *Shares*—Merrill Lynch
1-877-337-5267
www.benefits.ml.com

Financial Planning—The Ayco Corporation
1-800-437-6383

Social Security Administration
1-800-772-1213 **www.ssa.gov**

Verification of Employment
1-800-EMP-AUTH
(1-800-367-2884)

Company Code:
- **DuPont Dow Elastomers—10163**
- **QCS—10596**
- **Qualicon—10595**
- **DDE—10163**
- **DuPont—10110**
- **DUSA—10759 (includes InterKordSA)**
- **DPT—10923**
- **DuPont Photonics Technologies, LLC—11185**
- **INVISTA—10110**

PERSONAL & FAMILY

Employee Assistance Program (Mental Health/Chemical Dependency)
1-800-435-7266

LifeWorks®
1-800-635-0606
www.lifeworks.com

Office of Diversity and Work Life
1-302-774-1413

DuPont Moving Solutions
1-866-269-5554
www.movingsolutions.dupont.com

Crisis Hotline: Battering, harassment, rape crisis, sexual harassment
1-302-774-8336

Long-Term Care—MetLife
1-888-526-8495
www.dupont.metlife.com

PROFESSIONAL

Business Ethics Hotline
1-800-242-3157

HEALTH CARE

Health Care Carrier Member Services
See number on medical ID card

Dental Care (MetLife)
1-888-883-0052
www.metlife.com/mybenefits

Non-Managed Care Advice/Precertification/Claim Forms (Aetna U.S. Healthcare)
1-800-445-7175 **www.aetna.com**

Spending Account Claim Forms—Health Care/Dependent Care (Aetna U.S. Healthcare)
1-800-323-5479 **www.aetna.com**

Prescription Drug Program
Medco Health Solutions
1-800-793-8766
www.medcohealth.com

Vision Benefits of America
1-800-432-4966
www.visionbenefits.com

Medical Decision Support (provided by Consumer's Medical Resource)
1-888-426-7435
www.consumersmedical.com

PlainTalk provides you with information about DuPont benefits and other Human Resources issues. Send your comments to:

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Beth Bilson

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Reese, Tomases & Ellick, Inc.

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Local No. 5-2002

Paper, Allied-Industrial, Chemical and Energy Workers International Union
P.O. Box 16333 • Louisville, Kentucky 40256-0333
Plant Phone: (502) 569-3232
Fax: (812) 923-1335

AFL – CIO – CLC

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Res: 812 923.1334
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October 15, 2003

HAND DELIVERED

John O. Pollard, Esq.
McGuire Woods LLP
100 North Tryon Street, Suite 2900
Charlotte, North Carolina 28202-4011

Dear Mr. Pollard:

Once again, the Paper, Allied-Industrial, Chemical and Energy Workers International Union and its Local 5-2002 ("Union" or "PACE") hereby notify DuPont that any changes to the current Beneflex benefits are subject to good faith bargaining before implementation. Any reliance on asserted management rights is misplaced because the collective bargaining agreement is expired.

Accordingly, the Union requests bargaining on proposed changes to the Beneflex plan. Please respond to this request no later than October 22, 2003.

Very truly yours,

James L. Briggs
International Representative
On behalf of Region VIII

Carl J. Goodman
President
PACE Local 5-2002

Cc: Gerald P. Johnston, Vice President, Region VIII
Kenneth Stanifer, International Representative, Region VIII
PACE Local 5-2002

EXHIBIT
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Direct Dial: (704) 373-8960
Direct Fax (704) 373-8831

McGUIREWOODS

October 22, 2003

Via FASCIMILE and U.S. MAIL

Mr. James L. Briggs
International Representative
PACE International Union
1069 Upper Mountain Road
Lewiston, New York 14092

Mr. Carl J. Goodman
President, Local 5-2002
Paper, Allied-Industrial, Chemical &
Energy Workers International Union
P.O. Box 16333
Louisville, Kentucky 40256-0333

Gentlemen:

Reference is made to your letter of October 15, 2003, regarding changes to the Beneflex Plan.

As you are aware, the Company has reserved the right under the Beneflex Flexible Benefit Plan to "suspend, modify, or terminate said Plan at its discretion at any time." Furthermore, with respect to the various options (Plans) incorporated within said Plan, the Company has reserved the right: (1) to determine the price of coverage; (2) to control and manage the operation of each options and (3) to change or discontinue the options offered, all without prior negotiation with your Union. Your Union has agreed to these provisions and the Employer has exercised these rights on several occasions over the past few years. Therefore, it would be wholly inappropriate to engage in bargaining over the recently-announced changes to the Plan.

However, if you wish to propose an alternative to the Beneflex Plan, the Employer will give it every consideration.

Sincerely yours,

McGUIREWOODS LLP

John O. Pollard

JOP:crh

cc: Kathleen A. Hostetler, Esq., via Facsimile

EXHIBIT 44

KATHLEEN A. HOSTETLER
ATTORNEY AT LAW

November 4, 2003

FAX: 704.373.8831

John O. Pollard, Esq.
McGuireWoods LLP
100 North Tryon Street, Suite 2900
Charlotte, North Carolina 28202-4011

RE: PACE Local 5-2002 and E.I. DuPont, Fluoroproducts

Dear Mr. Pollard:

As the Union stated to you last year, your reliance on the management rights clause of the expired agreement as authority to implement changes to the health care benefits of the collective bargaining agreement is misplaced. The contract is expired, thus the management rights clause is without effect.

The Union recognizes that DuPont may put on the bargaining table any proposal that it so chooses. However, DuPont is not free to implement any of those proposals until either agreement or bona fide impasse is reached on the contract as a whole.

Furthermore, the Union is aware that DuPont is making preparations in furtherance of the announced changes. Please know that if DuPont implements any changes to the health care benefits with out bargaining in good faith to impasse or agreement with the Union first, the Union will file charges with the National Labor Relations Board.

In closing, the Union finds your assertion that DuPont may implement these changes is interesting in light of DuPont's minutes of its strategy meeting of February 7, 2001:

> **Caution: Complaint at Yerkes brought by NLRB – Management can't make changes to Health Care Plan. Management rights clause remains intact. If contract expires, provisions are honored day to day. NLRB rulings depend on whether Democrats or Republicans are in power.**

The Union submits that DuPont should abide by its admission, as reflected in its own minutes of February 7: "Management can't make changes to Health Care Plan."

Very truly yours,

Kathleen A. Hostetler

Kathleen A. Hostetler
Counsel for PACE

2236 ASH STREET • DENVER, COLORADO 80207
PHONE 303.329.6898 • FAX 303.329.8067

EXHIBIT 45

cc: Gerald P. Johnston, Region VIII, Vice President & Director, PACE, via fax
Lynn Agee, General Counsel & Assistant to the President, via fax
Kenneth Stanifer, International Representative, Region VIII, PACE, via fax
James L. Briggs, International Representative, Region I, PACE, via fax
Carl Goodman, President, PACE Local 5-2002, via fax
Bargaining Committee, PACE Local 5-2002, via fax

(3)

This notice is required by law. No action is required by you.

NOTICE OF MATERIAL MODIFICATIONS

to the benefit plans of E. I. du Pont de Nemours and Company

DuPont is required to tell you about certain changes to its benefit plans either by revising the Summary Plan Descriptions (SPD's) or by a notice of material modifications. You should keep this notice with your current SPD's until a revised SPD that includes this information is issued. This notice covers only changes to Plan terms and conditions since the SPD's were revised and issued in July 2003. It does not include changes in administrative practices, such as the price changes for the BeneFlex offerings. You may not be a participant in all of these plans, so some of this information may not apply to you. If you have any questions about this notice, contact the editor of this publication. Deleted copy is struck-through and changes are underlined.

BENEFLEX ACCIDENTAL DEATH INSURANCE PLAN; BENEFLEX DENTAL CARE PLAN; BENEFLEX DEPENDENT LIFE INSURANCE PLAN; BENEFLEX MEDICARE CARE PLAN; BENEFLEX VISION CARE PLAN; DENTAL ASSISTANCE PLAN; MEDICAL CARE ASSISTANCE PROGRAM

Effective January 1, 2004, the definition of "eligible dependent" under these Plans is revised to incorporate the requirement that dependent children age 19 and older also be full-time students. The appropriate sections of the SPD's for each of the Plans named above should now read as follows:

Your eligible dependents are any of the following:

- *your lawful spouse*
- *children who meet ALL these criteria:*
  - *unmarried*
  - *under age 25 ~~and~~*
  - *claimed as dependents on your federal income tax return (except unmarried, full-time students age 24 who must meet only the first two criteria), and*
  - *a full-time student if the child is age 19 or older*

Change 1

Additional information regarding eligibility for your dependent children:

- *The full-time student requirement does not apply to unmarried, dependent children who are certified as disabled by the medical carrier*

BENEFLEX DENTAL CARE PLAN; DENTAL ASSISTANCE PLAN

Effective January 1, 2004, both Plans are amended to reflect the addition of a passive Preferred Provider Organization (PPO). The discussion on pages 9 and 10 of the SPD should now read as follows:

MetLife Preferred Dentist Program (PDP)

The benefit amount for services provided by a MetLife Preferred Dentist Program (PDP) will be based on network-negotiated fees if lower than the otherwise applicable reasonable and customary charges or regional scheduled amount. If a MetLife PDP provider charges more than the negotiated fee, Plan participants are not required to pay the difference.

BENEFLEX FINANCIAL PLANNING PLAN

Effective January 1, 2004, the Life Event Financial Planning option is eliminated by Ayco. All references to this option on pages 2 and 4 of the SPD should be ignored.

BENEFLEX FLEXIBLE BENEFITS PLAN

Effective January 1, 2004, the SPD for this Plan should now read as follows to reflect the change to the definition of eligible dependent as follows (see footnotes to chart on page 6):

** *Must meet all ~~three~~ four criteria:*

(1) unmarried
(2) claimed by employee as a dependent for federal tax purposes (except full time students age 24)
(3) less than 25 years old
(4) a full-time student if age 19 or older

†*Natural or legally adopted unmarried child under age 25 of a divorced employee who, as a result of the court order, must be provided coverage by the employee. Such child(ren) must meet the full-time student requirement if age 19 or older.*

Effective January 1, 2004, the SPD for this Plan should now read as follows to reflect the change to the definition of Qualifying Life Event (QLE) (see pages 4, 5 and 6):

– (Page 4). *Qualifying Life Events*

. *After you enroll, a Qualifying Life Event (QLE) allows you to change your coverage for some benefits during the year. These benefits include:*

- *Medical Care*
- *Dental Care*
- *Spending Accounts*
- *Accidental Death Insurance*
- *Employee Life Insurance*
- *Dependent Life Insurance*
- *Vision Care*

– (Page 5). *Check marks should be placed in the boxes under the heading "Vision" that correspond to the check marks in the columns headed "Medical" and "Dental."*

– (Page 6). *Once the BeneFlex Election Change Period ends, you cannot change your coverage for ~~Vision Care,~~ Vacation Buying or Financial Planning until the following year. Qualifying Life Events do not apply to these benefits.*

EXHIBIT
415 46

BENEFLEX HEALTH CARE SPENDING ACCOUNT PLAN; HEALTH CARE SPENDING ACCOUNT PLAN

Effective January 1, 2004, the Plans are amended to reflect the ability to obtain reimbursement for certain Over the Counter medications as follows. The discussion of ineligible expenses in the SPD should now read as follows (see page 7):

Ineligible expenses

The following are some examples of expenses that are not eligible for reimbursement:

- *custodial care in a nursing home*
- *elective cosmetic surgery*
- *dancing lessons, swimming lessons, etc. (even if your doctor recommends them for general improvement of your health)*
- *diaper service*
- *diet pills or appetite suppressants*
- *funeral expenses*
- *health club membership fees*
- *health plan premium contributions*
- *household help*
- *marriage or family counseling*
- *maternity clothes*
- ~~*non prescription drugs or vitamins*~~
- *orthodontia costs not associated with services received in the current year*
- *orthodontia costs that are strictly cosmetic*
- *premiums for life insurance policies, or policies that provide payment for loss of earnings or for an accidental loss of life, limb, sight, etc.*

BENEFLEX MEDICAL CARE PLAN; MEDICAL CARE ASSISTANCE PROGRAM

Effective January 1, 2004, both Plans are amended to reflect a new approach to the lifetime infertility benefit. The discussion of this item in the SPD should now read as follows (see page 28):

Change 2

Infertility services

- *the patient must be a covered female employee or dependent wife with sperm provided by her husband unless the husband is sterile (not due to voluntary sterilization) and she must carry the embryo*
- *requires advance approval; extensive coverage limitations and exclusions including ~~$25,000~~ $15,000 lifetime maximum for infertility medical treatment and $10,000 lifetime maximum for infertility prescription drugs; call your medical carrier for details*
- *individuals actively receiving infertility treatment as of December 31, 2003 will continue to have the $25,000 combined infertility lifetime maximum available through their current course of treatment.*

Effective January 1, 2004, both Plans are amended to reflect a new design for the Mental Health/Chemical Dependency benefit. The description of this benefit in the SPD should now read as follows (see pages 21 and 26):

Change 3

BeneFlex 2004 Mental Health/Chemical Dependency Benefits

	Point-of-Service (Option P) Consumer Choice (Option U)[1] PPO (Option R)	Indemnity (Option B)	Catastrophic (Option C)	No Coverage (Option N)[2] Alternative Coverage (Option Z)[2]
In-Network Benefits — Available when using the DuPont Employee Assistance Program.				
Outpatient Care	90%	90%	90%	90%
Inpatient Care[3,4]	90% for days 1–30 100% thereafter for the year	90% for days 1–30 100% thereafter for the year	90% for days 1–30 100% thereafter for the year	90% for days 1–30 100% thereafter for the year
Out-of-Network Benefits — When care is not coordinated through the DuPont Employee Assistance Program. All out-of-network benefits require the use of licensed MH/CD providers and facilities. Precertification applies.				
Outpatient Care	70% R&C[5,6]	80% R&C[5,6]	60% R&C[5,6]	No benefit
Inpatient Care[3,4]	70% for days 1–60 100% thereafter for the year	80% for days 1–60 100% thereafter for the year	60% for days 1–60 100% thereafter for the year	No benefit

[1]The health fund portion of Consumer Choice (Option U) does not apply to mental health/chemical dependency expenses.
[2]Applies to active employees only, for services authorized by a DuPont EAP Counselor. No dependent care coverage is provided.
[3]Inpatient days apply to any/all inpatient stays during the calendar year.
- 3 days of intensive outpatient treatment = 1 inpatient day
- 2 days of partial outpatient treatment = 1 inpatient day

[4]Note: Inpatient days are per individual.
[5]Reasonable & Customary.
[6]There are no out-of-network benefits available for outpatient chemical dependency treatment.

VISION CARE PLAN

Effective January 1, 2004, the Plan is amended to allow Qualifying Life Events (QLE's). The discussion of allowable changes in the SPD should now read as follows (see page 3):

Making changes

You ~~cannot make~~ may changes ~~to~~ your BeneFlex Vision Care Plan ~~coverage level (you only, you plus one, or you plus family)~~ elections during the year ~~due to any~~ only if you have a Qualifying Life Events; otherwise you may only make. ~~C~~changes ~~to your coverage level are permitted~~ only during the annual BeneFlex Election Change Period.

Qualifying Life Events

You can change your benefit elections anytime during the year upon certain Qualifying Life Events. Your change must be consistent with and on account of your Qualifying Life Event and not for financial reasons.

For more information on Qualifying Life Events, contact:
• DuPont Connection at 1-800-775-5955

A Qualifying Life Event is:
- *marriage or divorce*
- *birth or adoption of a child*
- *death of your spouse or dependent child*
- *gain or loss of an eligible dependent (such as a child who ages out of coverage)*
- *the start or termination of your spouse's employment*
- *moving into or out of a managed care service area*
- *a change in your spouse's employment from part-time to full-time or vice versa*
- *a significant change in your spouse's medical coverage*
- *unpaid leave of absence by your spouse*

All benefit changes related to the Qualifying Life Event must be made at the same time.

If you have a Qualifying Life Event and change your BeneFlex elections within 31 days of the Event, your vision care changes will be effective retroactive to the date of your Event. If you report your QLE after 31 days of the Event, your vision care changes will be effective the date of your call. New payroll deduction amounts will be effective in the month following any change to elections.

Note that the date you report a Qualifying Life Event does not impact the date coverage ends for an ineligible dependent. For example, if you become divorced, your ex-spouse's coverage stops at the end of the month of your final divorce decree, regardless of whether or not you reported the event in a timely manner, as required by the Vision Care Plan.

DUPONT LEGAL PLAN

This Plan becomes effective on January 1, 2004. It provides an opportunity for employees to utilize legal services that are provided at group purchasing rates through Hyatt Legal Services. The SPD for this new Plan will be distributed to current Plan participants by mid-year 2004 and will also be available for viewing by employees via the internal web site or via paper by calling DuPont Connection.

SAVINGS & INVESTMENT PLAN

Effective November 14, 2003, the Plan is amended to clarify further DuPont's right to impose trading restrictions to address problems caused by excessive trading as follows. The discussion of this issue in the SPD should now read as follows (see page 10):

- *Transfers Among Funds in Your Regular or Before-Tax Account*

  (Last paragraph) Keep in mind that some funds reserve the right to limit the number or timing of trades for what they consider excessive trading. Further, DuPont as the Plan Administrator may at any time implement restrictions on investment options or decline to implement instructions for fund transfers as it deems appropriate to protect the interests of Plan participants.

CORRECTIONS TO JULY 2003 SUMMARY PLAN DESCRIPTIONS

BeneFlex Dependent Life Insurance Plan

"When coverage ends" (page 8). The last paragraph at the bottom of this page should read as follows:

With some restrictions, your spouse may be eligible to apply for coverage under the portability feature of the Plan if you are no longer eligible for the group coverage ~~for reasons other than disability~~.

Pension and Retirement Plan

"Early Retirement" (page 3). The label at the bottom of the first column in the table of early retirement factors should read "15–20" rather than "16–20".

Age								
65	100%							
64	95	100%						
63	90	95	100%					
62	85	90	95	100%				
61	80	85	90	95	100%			
60	75	80	85	90	95	100%		
59	70	75	80	85	90	95	100%	
58	65	70	75	80	85	90	95	100%
57	60	65	70	75	80	85	90	95
56	55	60	65	70	75	80	85	90
55	50	55	60	65	70	75	80	85
54	50	50	55	60	65	70	75	80
53	50	50	50	55	60	65	70	75
52	50	50	50	50	55	60	65	70
51	50	50	50	50	50	55	60	65
50	50	50	50	50	50	50	55	60
	15-20	21	22	23	24	25	26	27 & over

Savings & Investment Plan

"Electing Periodic Payments" (page 20). The second paragraph on this page should read as follows:

If your spouse is your beneficiary, he or she has several payout options depending on your age when you die. Otherwise, your beneficiary has up to ~~12~~ 60 months to receive the remainder of the money in your account at your death...

All SPD's

The mailing address for written appeals for all Plans should be changed to (see the Contacts section of each document):

DuPont Connection
P. O. Box 1488
Lincolnshire, IL 60069-1488

OTHER LEGALLY REQUIRED NOTICES

The BeneFlex Medical Care Plan and the Medical Care Assistance Program comply with the provisions of the Women's Health and Cancer Rights Act concerning coverage for reconstructive surgery in connection with mastectomies. Specifically, the Plan covers: reconstruction of the breast on which the mastectomy has been performed; surgery and reconstruction of the other breast to produce a symmetrical appearance; and prostheses and treatment of physical complications of all stages of mastectomies, including lymphedemas.

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2004 BeneFlex Highlights

For additional details regarding the BeneFlex options, please refer to the 2004 BeneFlex Guide or call DuPont Connection at 1-800-775-5955.

An Investment in Employees' Health and Welfare

In today's marketplace, medical care is becoming a big-ticket item. DuPont now invests over $200 million/year in medical benefits for employees. That's in addition to the amount you pay towards your care. Both DuPont and you have a stake in maximizing the health care investment.

Promoting Consumer Interests

DuPont promotes health care consumer interests. For 2004, DuPont continues to deliver consumer-focused changes that make the plans work more effectively while increasing the value to you, the participant. These new features include:

- Dental Plan access to network dentists whose charges average 10–30% below community rates
- A hospital and physician comparison tool available on the *Your Benefits Resources* Internet site at **www.resources.hewitt.com/dupont**

Employees' actions as good consumers of health care services appear to be helping to suppress medical plan costs increases. Examples include the use of generic drugs rather than brand name drugs and the use of prescription mail order services as an alternative to higher cost retail stores. Your actions as health care consumers directly impact medical plan costs and, therefore, determine the employee portion of the cost.

The Relationship Between Good Health and Medical Contributions

Increases in medical contributions are never good news, but sometimes understanding the reasons for the increase helps. Employee medical contributions will be increasing 5% for 2004. In an environment where other large employers continue to experience double-digit increases, this is progress. Can we continue to buck the national medical cost trend? We can try. Success requires a commitment by employees to improve personal health and use the health care benefits effectively. Maintenance of good health and the utilization of DuPont prevention and wellness programs still represent the best opportunities to contain the growth of medical expenses over time.

EXHIBIT
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tabbies®

Clarifying Eligibility Requirements for Dependent Children Ages 19–25

To participate in the BeneFlex plans, your dependent children must meet certain eligibility criteria. For 2004, the criteria have been updated to clarify that children between the ages of 19 and 25 must be full-time students or certified as disabled in order to remain covered in the plans. Disabled children can continue to be covered beyond age 25 if certified as disabled by your medical carrier.

Dependent Eligibility Criteria effective January 1, 2004:

- Unmarried
- Under age 25*
- Claimed by the employee/retiree/survivor as a dependent on their federal tax return
- A full-time student if the child is age 19 or older*

Periodic audits will be conducted to ensure that our plans cover only eligible dependents. Should you be selected for audit, you may be asked to provide documentation verifying dependent eligibility.

*Dependent children certified as disabled by the medical carrier prior to age 19 may be covered beyond age 25 and are exempt from the full-time student eligibility requirement.

Infertility Lifetime Maximum Subdivided

In order to improve claim payment accuracy and ensure that you receive the benefit that the Company intends to provide, the $25,000 maximum lifetime benefit for infertility treatments is being divided into two components:

- $15,000 for infertility medical treatment, and
- $10,000 for infertility prescription drugs.

Any individuals actively receiving infertility treatment as of December 31, 2003 will continue to have the $25,000 combined maximum available through their current course of treatment.

Mental Health/Chemical Dependency Benefit Changed

DuPont has a unique mental health/chemical dependency benefit. Where other companies reduce or eliminate mental health benefits after a set number of days of treatment per year, DuPont does not. DuPont provides catastrophic medical cost protection in the form of a stop-loss.

To increase participant satisfaction by improving claim payment accuracy and to eliminate the need to share information between medical plan carriers, the stop-loss protection for mental health/chemical dependency benefits will be separated from the medical stop-loss. The new 2004 benefit design is illustrated below. The new, separate

BeneFlex 2004 Mental Health/Chemical Dependency Benefits

	Point-of-Service (Option P) Consumer Choice (Option U)[1] PPO (Option R)	Indemnity (Option B)	Catastrophic (Option C)	No Coverage (Option N)[2] Alternative Coverage (Option Z)[2]
In-Network Benefits available when using the DuPont Employee Assistance Program				
Outpatient Care	90%	90%	90%	90%
Inpatient Care	90% for days 1–30 100% thereafter for the year	90% for days 1–30 100% thereafter for the year	90% for days 1–30 100% thereafter for the year	90% for days 1–30 100% thereafter for the year
Out-of-Network Benefits when care is not coordinated through the DuPont Employee Assistance Program. All out-of-network benefits require the use of licensed MH/CD providers and facilities. Precertification applies.				
Outpatient Care	70% R&C[3,4]	80% R&C[3,4]	60% R&C[3,4]	No benefit
Inpatient Care	70% for days 1–60 100% thereafter for the year	80% for days 1–60 100% thereafter for the year	60% for days 1–60 100% thereafter for the year	

[1]The health fund portion of Consumer Choice (Option U) does not apply to mental health/chemical dependency expenses.
[2]Applies to active employees only, for services referred by a DuPont EAP Counselor. No dependent care coverage is provided.
[3]Reasonable & Customary
[4]There are no out-of-network outpatient benefits available for chemical dependency treatment.

stop-loss protection will eliminate extra paperwork and make it easier for participants to know exactly when their catastrophic stop-loss protection begins.

Dental Plan Enhancement

A new consumer-focused feature is being added to the Dental Plan. MetLife, our dental claims administrator, has a network of more than 58,000 dentists. This is good news for you as a participant. If you use a network dentist, your charges should be between 10% and 30% lower than those the average person pays. Since the fees are negotiated with dentists who are part of the network up front, they tend to be lower. This obviously benefits both you and DuPont as a company. Check the MetLife dental web site at **www.metlife.com/mybenefits** or call **1-800-821-6400** to see if your dentist is part of the MetLife network of dentists.

You still have the freedom to use any dentist. The same 100% diagnostic and preventive care benefits and 50% or 75% restorative benefits (depending on your Plan option) apply regardless of whether or not you use a network dentist.

So check the Plan and don't forget to smile!

Vision Plan Updated

This year, effective January 1, 2004, the Vision Plan will recognize Qualifying Life Events, i.e., significant events in your life such as marriage or divorce that justify making changes to your benefits outside of the regular enrollment period. Overall, the Vision Plan will continue to deliver the same benefits for 2004 with monthly contributions based on your coverage level.

Financial Planning Options

There will be two Financial Planning Options offered for 2004. AYCO, the Financial Planning vendor, is consolidating options and eliminating the Life Event Financial Planning (Option D). If you previously participated in this option, you will need to select another Financial Planning option or be defaulted to no coverage. The same services—plus additional features—can be obtained by enrolling in the Comprehensive Financial Planning (Option A) for $16.25/month.

Group Legal Plan

DuPont is pleased to announce a new BeneFlex offering—a Group Legal Plan. Hyatt Legal Plans was selected as the carrier for our Group Legal Plan based on breadth of coverage, stability of business and product price. Hyatt has been administering group legal plans for over 25 years. They have over 9,000 participating attorneys with an average of more than 18 years of legal experience. For $18.60/month, employees and their immediate family members will have unlimited access to a participating attorney for help with a long list of covered services. Alternatively, if you prefer to use an outside attorney, you would be reimbursed according to a fee schedule that is published in the Hyatt enrollment materials.

The Legal Plan covers a wide range of personal legal issues. It does not cover actions against DuPont, or on any criminal-, business- or employment-related matters. For further information about the new Group Legal Plan option, refer to the article in *PlainTalk* or visit the Hyatt Legal web site at **www.legalplans.com**.

Health Care Spending Accounts May Reimburse Some Over-the-Counter Medications

Effective January 1, 2004, some over-the-counter drug purchases without a prescription will be eligible for reimbursement from your Health Care Spending Account. The items must be related to medical care and purchased for you or one of your IRS-qualified dependents. Reimbursable expenses include items such as aspirin, allergy/sinus medication, antacids, cold medicines and pain relievers. Vitamins, dietary supplements and other items merely beneficial to general health are not eligible for reimbursement. Employees must submit over-the-counter drug receipts that validate the expense, including the type of drug, date of service and amount of purchase along with a completed claim form. We recommend that you submit claims for reimbursements when you have accumulated at least $50 in eligible expenses.

This change is in response to a recent IRS ruling and will be subject to review/modification following additional IRS guidance.

Additional Information

Although DuPont expects to continue the benefit plans reflected on your worksheet, the Company necessarily reserves the right to amend, modify or discontinue the plans. If the plans are amended so that there is a material reduction in services, you will be notified within 60 days after the amendment is adopted. Any inconsistency between the terms of this document and plan documents or insurance contracts will be governed by the plan documents or insurance contracts.

Qualifying Life Events

The BeneFlex Elections Change Period is your opportunity to change your benefit plan options for 2004. You cannot change your elections at any other time during the calendar year unless you experience a Qualifying Life Event, as described in the *BeneFlex Guide* and *Summary Plan Descriptions*. Note that changes to Medical Plan options, such as switching from the Point-of-Service or Catastrophic option to the Consumer Choice option, are only mid-year if you move out of a managed care service area and can no longer participate in your existing Medical Plan option.

DuPont Connection Authorization

Note that whenever you use DuPont Connection to initiate a transaction, you are authorizing the Plan Administrator to execute each transaction as if you had given written, signed authorization to do so. You should refer to your *Summary Plan Description* for a more detailed explanation of Plan provisions and procedures.

DUP-21643-9/30

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KATHLEEN A. HOSTETLER
ATTORNEY AT LAW

October 14, 2004

FAX: 704.373.8831

John O. Pollard, Esq.
McGuireWoods LLP
100 North Tryon Street, Suite 2900
Charlotte, North Carolina 28202-4011

RE: PACE Local 5-2002 and E.I. DuPont, Fluoroproducts

Dear Mr. Pollard:

Recently, the Employer mandated that the employees at its Louisville Works facility make certain election of benefits from its proposed changes to the Beneflex Plan. These elections must be made during a stated window period, and will be effective January 1, 2005.

While the employees are required to make these elections, the Union objects to any implementation of changes to the Beneflex plan. The Employer must bargain in good faith to impasse or agreement on any proposed changes. Accordingly, the Union requests bargaining on proposed changes to the Beneflex plan.

Moreover, because the parties are in negotiations for a successor agreement, the Employer may not implement until impasse or agreement is reached on the contract as a whole. Any reliance on the management rights clause of the expired agreement as authority to implement changes to the health care benefits of the collective bargaining agreement is misplaced. The contract is expired, thus the management rights clause is without effect.

Please know that if DuPont implements any changes to the health care benefits without bargaining in good faith to impasse or agreement with the Union first, the Union will file charges with the National Labor Relations Board.

Very truly yours,

Kathleen A. Hostetler
Counsel for PACE

2236 ASH STREET • DENVER, COLORADO 80207
PHONE 303.329.6898 • FAX 303.329.8067

EXHIBIT 48

cc: Gerald P. Johnston, Region VIII, Vice President & Director, PACE, via fax
Lynn Agee, General Counsel & Assistant to the President, via fax
Kenneth Stanifer, International Representative, Region VIII, PACE, via fax
James L. Briggs, International Representative, Region I, PACE, via fax
Carl Goodman, President, PACE Local 5-2002, via fax
Bargaining Committee, PACE Local 5-2002, via fax

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McGUIREWOODS

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Direct Dial: (704) 373-8960
Direct Fax (704) 373-8831

October 20, 2004

Via Facsimile 303.329.8067
and U.S. MAIL

Kathleen A. Hostetler, Esq.
2236 Ash Street
Denver, Colorado 80207

Re: E.I. DuPont, Fluoroproducts and PACE LOCAL 5-2002

Dear Ms. Hostetler:

Reference is made to your letter of October 14, 2004, regarding changes to the Beneflex Plan.

As you are aware, the Company has reserved the right under the Beneflex Flexible Benefit Plan to "suspend, modify, or terminate said Plan at its discretion at any time." Furthermore, with respect to the various options (Plans) incorporated within said Plan, the Company has reserved the right: (1) to determine the price of coverage; (2) to control and manage the operation of each options and (3) to change or discontinue the options offered, all without prior negotiation with your Union. Your Union has agreed to these provisions and the Employer has exercised these rights on numerous occasions over the years. Thus, since 1995, the parties have understood the Company had these rights and have acted in accordance with that practice. Therefore, it would be wholly inappropriate to engage in bargaining over the recently-announced changes to the Plan. That the parties are in negotiations for a successor collective bargaining agreement is immaterial.

However, as we previously have advised, if you wish to propose an alternative to the Beneflex Plan, the Employer will give it every consideration.

Sincerely yours,

McGUIREWOODS LLP

John O. Pollard

JOP:crh

cc: Mr. James L. Briggs, via Facsimile
Mr. Carl J. Goodman, via Facsimile

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bcc: Alan G. Burton, Esq.
Mr. William J. Pace
Mr. Michael N. Sanchez
Ms. Brenda C. Kelsey
Mr. Anthony L. Stoner
Mr. Erric L. Beasley
Mark L. Keenan, Esq.

This notice is required by law. No action is required by you.

NOTICE OF MATERIAL MODIFICATIONS

to the benefit plans of E. I. du Pont de Nemours and Company

DuPont is required to tell you about certain changes to its benefits plans either by revising the Summary Plan Descriptions (SPDs) or by a notice of material modifications. You should keep this notice with your current SPDs until a revised SPD that includes this information is issued. This notice covers only changes to Plan terms and conditions since the last notice was issued in January, 2004. It does not include changes in administrative practices, such as the price changes for the BeneFlex offerings. You may not be a participant in all of these plans, so some of this information may not apply to you. If you have any questions about the notice, contact DuPont Connection at 1-800-775-5955.

BENEFLEX MEDICAL CARE PLAN; MEDICAL CARE ASSISTANCE PROGRAM

An updated edition of the Summary Plan Description (SPD) for the Medical Plan, dated January, 2005, has been distributed that incorporates all changes made to the Plan since the issuance of the previous SPD in July 2003. Please replace the 2003 SPD with the 2005 version.

BENEFLEX DENTAL CARE PLAN; DENTAL CARE ASSISTANCE PROGRAM; BENEFLEX VISION CARE PLAN

Effective January 1, 2005, the definition of "eligible dependent" under these Plans is revised to incorporate coverage for same-sex domestic partners of employees. A number of changes to the SPD's are necessary in connection with this change, as follows:

Eligible Dependents. Page 2 of the Dental Plan SPD and page 2 of the Vision Care SPD should now read as follows:

Your eligible dependents are any of the following:

- *Your lawful spouse*
- *Your same-sex domestic partner*

The definition of Qualifying Life Events on page 4 of the Dental Plan SPD, and pages 3-4 of the Vision Care SPD (as amended effective January 1, 2004) should now read as follows:

- *Marriage or divorce*
- *Start or termination of your domestic partnership*
- *Birth or adoption of a child*
- *Death of your spouse/partner or dependent child*
- *Gain or loss of an eligible dependent*
- *The start or termination of your spouse's/partner's employment*
- *A significant change in your spouse's/partner's... coverage*
- *Unpaid leave of absence by your spouse/partner*

COBRA. The discussion of COBRA coverage on page 22 of the Dental Plan SPD and page 11 of the Vision Care SPD should now read as follows:

COBRA coverage also is available to your covered dependents if their coverage would otherwise end because of one of the following:

- *your death*
- *your divorce, legal separation or annulment of your marriage*
- *your same-sex partnership ends*
- *a change in your employment status that results in a loss of benefits eligibility*
- *your dependent child becomes ineligible for coverage*

Effective January 1, 2005, a new coverage level is offered by the Plans. The discussion of the BeneFlex Election Change Period on page 5 of the Dental Plan SPD and page 4 of the Vision Care SPD should now read as follows:

During the annual BeneFlex Election Change Period, you may do any of the following:

- *elect coverage if previously waived*
- *elect a different...Plan*
- *change the level of your coverage (You only, ~~You plus one~~ You plus spouse/partner, You plus child(ren), or You plus family*)*
- *add or drop one or more named dependents from coverage*
- *drop your coverage*

Throughout the SPDs, all references to coverage levels should now be considered to read as follows: You only, You plus spouse/partner, You plus child(ren), or You plus family. See discussion of "Participation and Premium Information for Pensioners & Survivors" on page 7 of the Dental SPD; "Making changes" on page 7 of the Dental SPD and page 3 of the Vision Care SPD; and "If you retire" on page 20 of the Dental SPD.

Other changes to the SPD's that are specific to the individual Plans are discussed in the following sections.

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BENEFLEX DENTAL CARE PLAN; DENTAL ASSISTANCE PLAN

Effective January 1, 2005, a new Limited Option is added to the Plans for retirees only. A number of changes to the SPD are necessary to accommodate this change.

The Introduction discussion on page 1 of the SPD should now read as follows:

Eligible Pensioners and Survivors receive Standard Option (B) coverage unless they elect to participate in the Limited Option or decline to participate in the Dental Plan.

The Limited Option provides coverage only for preventive and diagnostic services and pays no benefits for restorative and other dental services. An annual benefit maximum of $500 per person applies.

You will need to satisfy the requirements described in this Summary Plan Description to receive Dental Plan coverage.

The "Making changes" section on page 7 should read as follows:

If you are a Pensioner or Survivor, you may change your benefit elections when necessary by contacting DuPont Connection at 1-800-775-5955. You may do any of the following:

- *change the level of your coverage (You only, You plus ~~one~~ spouse/partner, You plus child(ren) or You plus family)*
- *add or drop one or more named dependents from coverage*
- *change from the Standard Option to the Limited Option, provided you have participated in the Standard Option for at least 12 months as a Pensioner or Survivor, or elect the Limited Option within 31 days of retirement*
- *drop your coverage*

All changes in your benefit elections will become effective on the first day of the month following the date you report the change.

A decision to decline post-employment dental coverage is permanent and irrevocable. If you decline dental coverage as a Pensioner or Survivor, you cannot later enroll in the Dental Plan unless you lose eligibility for coverage under another employer or a government plan. Loss of coverage cannot be due to non-payment of premiums.

Similarly, a decision to change from the Standard Option to the Limited Option is permanent and irrevocable. If you elect the Limited Option as a Pensioner or Survivor, you cannot later enroll in the Standard Option unless you lose eligibility for coverage under another employer or government dental plan. Loss of coverage cannot be due to non-payment of premiums.

The "Premium costs" section on page 7 should read as follows:

For DuPont Pensioners receiving a full pension benefit and their Survivors, the Company pays the entire cost of Dental Plan ~~Standard~~ Limited Option ~~(B)~~ type coverage for you and your eligible dependents.

The description of "Plan Benefit" on page 9 should now read as follows:

Benefit amount

As a participant in the Dental Plan, you receive care from any dentist you choose. Benefits for the High Option ~~(A) and~~, Standard Option ~~(B)~~ and Limited Option are summarized in the chart below.

Type of Service	*High Option ~~(A)~~*	*Standard Option ~~(B)~~*	*Limited Option*
	For employees and their covered dependents	*For employees, Pensioners, Survivors and their covered dependents*	*For Pensioners, Survivors and their covered dependents*
Preventive and Diagnostic	*100% of R&C*	*100% of R&C*	*100% of R&C*
Restorative and Other Dental Care	*75% based on the regional scheduled amount*	*50% based on the regional scheduled amount*	*None*
Annual Maximum Benefit	*$2,000/individual*	*$1,100/individual*	*$500/individual*
Lifetime Orthodontic Maximum Benefit (for dependent children under age 19)	*$1,200/child*	*$1,200/child*	*None*

The description of "Covered Services" on page 12 should now read as follows:

Restorative and other dental care

The Dental Plan Standard and High Options pays a portion of other covered dental care expenses for you and your covered dependents. The Limited Option pays no benefits for these services. The amount that is paid for a particular service is determined by a regional benefit schedule. The regional benefit scheduled amount is not designed to show what a dentist should be charging. Its function is to let you know what part of the bill the Dental Plan pays. You can get information regarding the regional scheduled amount by calling MetLife Dental at 1-888-883-0052.

In connection with the extension of coverage to same-sex partners, certain other changes to the SPD are necessary beyond those listed above, as follows:

The section on "Additional information regarding eligibility for your lawful spouse/same-sex partner" (page 2) should now read as follows:

If both you and your spouse/partner work for a Company participating in the Dental Plan, you can cover your spouse/partner as a dependent, or your spouse/partner can elect separate employee coverage. You or your spouse/partner can't be covered as both employee and dependent in the Dental Plan.

You may cover your same-sex partner while you are actively employed, provided that you have completed an Affidavit of Domestic Partnership. Same-sex partners of former employees will only be eligible if they were also covered by the former employee immediately prior to his/her retirement from the Company.

Throughout the SPD, all references to "spouse" should now be considered to read "spouse/partner" See "Additional information regarding eligibility for your dependent children" on page 3, "Special enrollment rules" on page 5, and "Maintenance of benefits" on page 11.

The section on "Premium costs" on page 5 should now read as follows:

If you elect to enroll in High Option ~~(A)~~, the Company still contributes an amount equal to the Standard Option ~~(B)~~ cost toward your coverage; you are responsible for the difference. You pay your portion of the cost through payroll deductions. To help lower your cost, your premiums are deducted from your pay on a before-tax basis (except for same-sex partner premium costs)—that is before any federal, and most state and local, taxes are withheld. This reduces your taxable income and, consequently, reduces the amount of income tax you pay.

BENEFLEX FLEXIBLE BENEFITS PLAN

Effective January 1, 2005, the discussion of "Qualifying Life Events" on page 4 of this SPD should be considered to include the following new paragraph immediately following the phrase "unpaid leave of absence by employee or employee's spouse:"

Effective January 1, 2005, the start or termination of a same-sex domestic partnership, the beginning of a partner's employment, the termination of a partner's employment, a change in a partner's employment from part-time to full-time or vice versa and an unpaid leave of absence by an employee's partner will also be considered as Qualifying Life Events for purposes of medical, dental and vision care coverages only.

The chart on page 5 should be amended to indicate that changes may be made only to the medical, dental and vision elections in the cases described in the preceding paragraph.

Effective January 1, 2005, the chart on page 6 of the SPD defining Dependent should be amended to include the ability to cover a same-sex domestic partner under the Dental, Medical and Vision Care Plans. Subject to the conditions outlined in the individual SPD's for the separate Plans, same-sex partners may also be eligible for coverage under the Dental Assistance Plan and MEDCAP.

Effective January 1, 2005, the "Tax consequences" discussion on page 7 of the SPD should be amended to add a footnote indicating that payments for same-sex domestic partner coverage under Medical Care, Dental Care and Vision Care may not occur on a before-tax basis.

Effective January 1, 2005, the information on "Coverage Continuation Under COBRA" on page 11 of the SPD should be amended to include the termination of a same-sex domestic partnership on the list of allowable reasons for coverage continuation.

Effective January 1, 2005, the discussion about "Dual DuPont couples" on page 13 of the SPD should be amended to indicate that the provisions of this section apply to same-sex partners as well as to legally-married individuals.

Effective January 1, 2005, the definition of After-tax benefits and Before-tax benefits in the Dictionary Terms section on pages 13 and 14 of the SPD should be amended to indicate that Medical, Dental and Vision Care coverage for same-sex domestic partners are also purchased with after-tax dollars.

BENEFLEX VISION CARE PLAN

In connection with the extension of coverage to same-sex partners, certain other changes to the SPD are necessary beyond those listed above, as follows:

The section on "Additional information regarding eligibility for dependent children"(page 2) should be retitled as "Additional information regarding eligibility for dependents" and the following paragraph should be added at the end of the section:

> *You may cover your same-sex partner while you are actively employed, provided that you have completed an Affidavit of Domestic Partnership. Same-sex partners of former employees will only be eligible if they were also covered by the former employee immediately prior to his/her retirement from the Company.*

Throughout the SPD, all references to "spouse" should now be considered to read "spouse/partner." See "Additional information regarding eligibility for your dependents" on page 3 and "Special enrollment rules" on page 4.

SAVINGS & INVESTMENT PLAN

Effective December 31, 2004, the assets and liabilities of the following tax-qualified defined contribution plans were merged into the DuPont Savings & Investment Plan: the DuPont Specialty Grains Retirement and Savings Plan; the Entek Corporation 401(k) Employee Savings Plan; the Griffin LLC Retirement Savings Plan; The Spies Hecker, Inc. 401(k) Plan; and the Standox North America, Inc. 401(k) Plan.

Effective October 1, 2003, the Plan was amended to clarify the way in which interest rates for loans are actually determined. The discussion of this issue in the SPD should now read as follows (see page 12):

Interest and repayment

> *The interest rate charged for new SIP loans is determined each month, based on ~~the~~ prevailing market rates being charged ~~by five selected banks across the nation~~ for secured personal loans...*

Effective January 1, 2005, the Plan Year is changed from a fiscal year basis (October 1 through September 30) to a calendar year basis (January 1 through December 31).

CORRECTIONS TO JULY 2003 SUMMARY PLAN DESCRIPTIONS

BeneFlex Medical Plan

"Mail service home delivery program" (Pages 34- 35). The first paragraph at the top of page 35 should now read as follows:

> *~~Each time you use the mail service, you will be charged the mail service copay regardless of the days supplied (up to 90). For mail service fills, ask your doctor to write the prescription for a 90-day supply with the appropriate number of refills. Submitting a prescription written for 30 days with two refills will get you only a 30-day supply for the full mail service copay.~~ Contact Medco ~~Health Solutions~~ at 1-800-793-8766 (or online at www.medcohealth.com) to get instructions on how to use the mail service program.*

BeneFlex Vision Care Plan

Dictionary Terms (Pages 17-18). The definition of "Qualifying Life Event" on page 17 should now read as follows:

> *An event recognized by Section 125 of the Internal Revenue Code that entitles you to make a change in the benefit elections you made. ~~No changes to Vision Care elections are permitted mid-year due to a Qualifying Life Event.~~*

OTHER LEGALLY-REQUIRED NOTICES

The BeneFlex Medical Care Plan and the Medical Care Assistance Program comply with the provisions of the Women's Health and Cancer Rights Act concerning coverage for reconstructive surgery in connection with mastectomies. Specifically, the Plan covers: reconstruction of the breast on which the mastectomy has been performed; surgery and reconstruction of the other breast to produce a symmetrical appearance; and prostheses and treatment of physical complications of all stages of mastectomies, including lymphedemas.

Elizabeth R. Bilson (1-302-774-0174) has been appointed Chief Privacy Official for the DuPont medical plan as required by provisions of the Health Insurance Portability & Accountability Act of 1996 (HIPAA).

In addition to the BeneFlex Medical Care Plan and the Medical Care Assistance Program, the following plans now utilize the model general notice of COBRA Continuation Coverage Rights which can be found on pages 43–46 of the January 2005 Medical Plan Summary Plan Description: BeneFlex Flexible Benefits Plan; BeneFlex Dental Care Plan; Dental Care Assistance Program; BeneFlex Vision Care Plan; BeneFlex Health Care Spending Account Plan; and Health Care Spending Account Plan.

AGREEMENT

September 17th 2004

Effective the _____day of____, 20__ E.I. DU PONT DE NEMOURS AND COMPANY, on behalf of its Louisville Works, hereinafter referred to as the COMPANY and Paper Allied-Industrial, Chemical and Energy Workers International Union and PACE Local 5-2002, Louisville, Kentucky, hereinafter referred to as the UNION, acting for and on behalf of itself and on behalf of the employees included within the bargaining unit hereinafter set forth, in consideration of the mutual covenants hereinafter contained agree as follows:

ARTICLE I

Definitions

Section 1. The unit of employees represented by the UNION shall be all employees of the COMPANY included within the unit appropriate for collective bargaining purposes established in an order of the National Labor Relations Board in Case No. 9-RC-1687 bearing date of December 23,1953; viz., all employees of the COMPANY at its Louisville Works, Louisville, Kentucky, including powerhouse and refrigeration plant employees, chief operators, shift leaders, fire department employees, cafeteria employees, and counter attendants, but excluding all office and clerical employees, chemical supervisors, technical engineers, assistant technical engineers, draftsmen, chemists, nurses and hospital technicians, general foremen, foremen, fire chief, guards, and all other supervisors and professional employees as defined in the National Labor Relations Act as amended.

Section 2. The term "Plant" as used herein, shall mean the Louisville Works, located in Jefferson County near Louisville, Kentucky.

Section 3. The, term "employee" or "employees", as used herein, shall mean any or all those employees of the COMPANY included in the unit appropriate for collective bargaining purposes as set forth in Section 1 of this Article.

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Section 4. The term "straight-time rate", as used herein, shall mean the established job rate excluding shift differential and excluding all overtime pay.

Section 5. The term "regular rate", as used herein, shall mean the established job rate plus shift differential, if any, but excluding all overtime pay.

Section 6. The term "scheduled day of rest", as used herein, shall mean the scheduled day or days of rest for an employee in a work week as set forth in her/his current work schedule assignment.

Section 7. The term "emergency", as used herein, shall mean a fire, power failure, or other conditions beyond the control of management.

Section 8. The term "call in" as used herein shall mean a situation in which an employee is notified after having left the plant premises to report for work prior to her/his next scheduled shift.

Section 9. The term "C.S.Q." as used herein shall mean COLLECTIVELY SUFFICIENT QUALIFICATIONS.

ARTICLE II
Recognition

Section 1. The UNION is recognized as the exclusive bargaining agent for the employees for the purpose of collective bargaining with respect to rates of pay, wages, hours of work and other conditions of employment.

Section 2. There shall be no discrimination against, coercion of, interference with or restraint of any employee by the COMPANY or by the UNION, or any of their agents, because of membership or non-membership in the UNION, and the UNION agrees that there shall be no solicitation or other promotional activity on COMPANY time.

Section 3. This Agreement supersedes all previous agreements, understandings, practices, and interpretations which are incompatible or inconsistent with any provisions herein contained and this Agreement constitutes the entire Agreement between the parties hereto as of the execution date thereof. However, any amendment which may hereafter be mutually agreed upon between the parties, when executed in the same manner as this Agreement, shall become and be a part of this Agreement.

Section 4. The COMPANY agrees to recognize three (3) officers and two (2) Chief Stewards as designated by the UNION as an Executive Committee of the UNION to represent employees covered by this Agreement and the UNION shall furnish an official organization chart of Officers and Stewards to the COMPANY. When representatives are changed, the UNION shall furnish the names of the new representatives to the Plant Management in writing. The number of Stewards to be recognized by the COMPANY shall not exceed one (1) per first line supervisor.

It is understood that the sole UNION function of the Steward is to handle grievances in accordance with the grievance procedure set out in Article X of this Agreement.

Section 5. UNION stewards, chief stewards and officers will work at their regular job assignments except for attendance at meetings as set forth in this agreement, or as otherwise excused by Management.

Section 6. The COMPANY agrees that authorized meetings between union representatives (union stewards, chief stewards, officers) and plant management will be permitted on COMPANY time and COMPANY property. The regular rate of pay shall be paid to the union representatives when excused **from work** to attend such meetings.

Section 7. UNION officers and chief stewards excused to attend meetings off site necessitated by provisions included in Articles XII, XIII and XII shall not be paid.

Section 8. The COMPANY shall provide for the sole use of the UNION twelve (12) specified bulletin boards and four (4) newsletter boxes in the Plant. The UNION agrees it will not post or permit to be posted on such bulletin boards material other than official UNION business **and not in the nature of propaganda**. The UNION also agrees that it will not utilize the newsletter boxes for other than official UNION business **and not in the nature of propaganda.**

Section 9. Each month the COMPANY will furnish the UNION with a list of employees hired and terminated during the preceding month.

ARTICLE III

Payroll Deduction of Union Dues

Section 1. The COMPANY will deduct the regular dues prescribed by the UNION from the wages of an employee who authorizes the COMPANY to make such deductions on a form identical in wording to that appearing in Section 2 of this Article or who has authorized dues deductions in accordance with prior Agreements between the parties. Such dues authorizations shall be canceled and deductions stopped in accordance with the provisions of such dues authorization form or at the termination of this Agreement, provided, however, deductions as authorized by unrevoked authorizations may be continued beyond the termination date at the option of the COMPANY. All sums deducted in this manner and a list of employees from whose earnings such deductions have been made shall be turned over by the COMPANY to the Treasurer of the UNION within a reasonable period following the end of each calendar month.

Section 2.

"E. I. DU PONT DE NEMOURS AND COMPANY

Louisville, Kentucky

I hereby revoke any previous dues deduction authorization and hereby authorize you to deduct from my wages after forty (40) hours' pay has been earned in any calendar month and pay to the Treasurer of PACE Local 5-2002, $_ per month as dues beginning_______.This authorization shall be canceled and deductions stopped by the COMPANY if:

I am no longer employed within the bargaining unit represented by the UNION, or

The UNION is no longer the recognized bargaining agent, or

The UNION notifies the COMPANY in writing to cancel such deductions, or

I give the COMPANY written notice of cancellation of this authorization for deduction of dues within the ten (10) day period immediately preceding any anniversary date of this authorization or within the ten (10) day period immediately preceding any anniversary date of any collective bargaining agreement in effect between the UNION and the COMPANY.

NAME ____________________
PAYROLL NO.________DATE
WITNESS____________________"

ARTICLE IV

Seniority

Section 1. Seniority accrued prior to the effective date of this Agreement shall be that shown on the seniority rosters as of the effective date hereof. Seniority accrued following the effective date of this Agreement shall be an employee's total length of employment acquired since the first day of her/his last period of unbroken employment or since the effective date of this Agreement, whichever is later, within the bargaining unit, unless otherwise specified in this Article. Such seniority acquired since the effective date of this Agreement shall be calculated and adjusted in the following manner:

(a) The seniority of an employee shall be broken and automatically terminated in case of.

(1) Discharge for just cause;

(2) Voluntary quit;

(3) Absence in excess of sixteen (16) days unless covered by leave of absence;

(4) Failure to return to work following expiration of leave of absence;

(5) Termination because of lack of work.

(b) No seniority credit will be given for the time between termination because of lack of work and re-employment. The Plant seniority an employee had at the time of termination because of lack of work shall be used in offering re-employment for a period of **two (2)** years after date of such termination.

Pursuant to section 4, Article IV, when Management determines a vacancy will be filled with a full service employee through re-employment, a former employee who has been terminated because of lack of work for less than **two (2)** years will be offered re-employment in accordance with her/his Plant seniority before new employees are hired, provided such former employee is basically qualified to do the work to be performed. A former employee who has been terminated because of lack of work and who is re-employed shall be credited with the seniority s/he had prior to her/his termination; provided that an employee who has not completed her/his probation period shall begin a new one hundred and twenty (120) day probation period. A former employee who has been terminated because of lack of work will not be eligible for credit of prior seniority nor for other offers of re-employment under the provisions of this Section 1 (b) if s/he fails to notify the **COMPANY** of her/his intent to return to work within one (1) week after notice to return to work has been sent by registered letter to her/his last known address, or if s/he fails to report for work within two (2) weeks after notice has been sent by registered letter to her/his last known address.

(c) Service outside this bargaining unit in other parts of this Plant will be credited only if:

(1) such credit was given under prior Agreements between the parties and is included in seniority shown on the seniority roster as of the effective date hereof, or

(2) such credit is provided for by other provisions of this Article.

(d) Plant seniority shall be the employee's total creditable seniority within the bargaining unit. If two (2) or more employees have the same Plant seniority date, their names shall be listed in alphabetical order. The name change of an employee shall not affect such listing.

Section 2. For purposes of this Article, there shall be two (2) Divisions for which Management has complete right of assignment within these divisions:

Operations

Engineering

Section 3. Seniority rosters shall be maintained by the COMPANY, and a copy will be provided to the union. Such rosters shall show each employee's relative position within their Division.

Section 4. Except for Management assignment of those trained for CSQ in a reduction of forced according to Section 5, job vacancies will be filled as follows:

(a). When management decides to fill a job vacancy within a division with a full service employee, Management will use it's right of assignment, taking into consideration, promoting to a higher rate of pay.

(b). If, at the time of the vacancy, Management has determined that it will not use right of assignment within the division to fill the vacancy and that there are excess employees in the other Division, the vacancy will be filled as follows:

Management first will canvass employee(s) in the assigned group(s) where the excess exists by seniority and if no one is interested, the excess employee(s) within that assigned group(s) with the least Plant seniority will fill the vacancy. If Management determines there are no excess employee(s), Management may fill the vacancy by:

(c). Job bidding. For job bidding purposes, a general announcement regarding vacancies will be posted at least two calendar weeks in advance of selection of successful bidders. **Where ability, skill, knowledge and training are approximately equal, the** candidate having the most Plant Seniority within the bargaining unit shall be selected to fill such vacancy provided s/he meets established requirements of the job. Successful candidates will be transferred to the bid job as soon as it is practical to do so. Each will be notified of his/her transfer date as much in advance as practical. **This provision will not require the COMPANY to drop below a minimum level of experience and skill necessary to properly perform the work. An employee may job bid to any job with a higher straight-time rate.** However, a new employee, or a successful job bidder, may not job bid to a job for a period of two (2) years from the date they are fully qualified in their new position.

(d) If job bidding does not fill the vacancy and Management still wants to fill a vacancy with a full service employee, it will attempt to fill it through re-employment in accordance with Section 1(b) of this Article.

(e) If the vacancy is not filled by re-employment, Management will fill it by the hiring of a new employee.

Section 5. Management will continually assess the level of C.S.Q. needed to be maintained in the event of a reduction in force. Once this C.S.Q. level is determined, management will identify the area(s) which need to be addressed and the number of employees from the other division needed to be moved for training purposes to the division lacking C.S.Q., which will be done in the following order:

(a). Management will select the assigned groups within the division, from which the trainee(s) will be selected. The employee(s) in this group(s) will be canvassed by seniority for volunteer(s) to train in the assignment(s) determined by Management.

(b). If there are insufficient volunteers, then the employee(s) with the least Plant seniority in the selected assigned group(s) will be forced to train in the assignment(s) determined by Management.

If an employee is selected that could, in Management's judgement, reasonably be expected to be involved in a reduction in force the employee immediately above this employee on the seniority list will be junior for the purposes of this training.

Once the training area(s) is identified, Management will assign employee(s) identified from the procedure above to train and gain experience to meet C.S.Q. At the completion of the training and experience period, not to exceed two years, employee(s) moved for training purposes will be returned to the appropriate division. If there is not a position to return to or if there has been a reduction in force, the employee(s) will remain in or be reassigned to the division where s/he was trained or is in training.

Any temporary vacancy (disability, vacation etc.) that occurs for a length of five (5) calendar days (day work) or more and for 12 –hour shift rotation (a 36 or 48 hour rotation) or more, the Employer may use the trained and experienced employees in the maintenance or operations division to cover staffing needs. The Employer has the right to reassign these employees to maintenance or operations division, should this become a permanent vacancy.

Plant Seniority shall be used to select employees in a reduction of force starting with the employee with the least plant seniority leaving first. After movement of personnel trained to maintain C.S.Q. in a reduction in force all further necessary personnel movements will be done in accordance with Section 4 of this article.

Section. 6 The UNION and the COMPANY recognize that the only true job security is the result of a successful business and satisfied customers. However, both parties also recognize that business conditions and the long-term success of the business may require reductions in staff.

If Management determines it will reduce its work force, all affected full service employees

(except those involved in the sale of a business, a joint venture, or an outsourcing situation) may apply for available job opportunities at other COMPANY locations.

Nothing in this section shall limit the COMPANY'S right to terminate employees for lack of work in accordance with the terms of this Agreement nor shall it prevent the UNION from carrying out its traditional and contractual obligations to represent its members in matters of collective bargaining.

Section. 7 A new employee shall be on probation during her/his first one hundred and twenty (120) days of employment and not subject to the terms of Articles X, XI, and XII of this Agreement. However, a new employee on probation who successfully job bids to another job shall be on probation for at least ninety (90) days from the date s/he is determined to be a successful job bidder.

Section. 8. An individual who has one (1) or more years of seniority within the bargaining unit and is thereafter promoted or transferred to **a supervisory, exempt or non-exempt, non-represented position,** upon transfer back to a bargaining unit job, receive full seniority credit for time spent outside the bargaining unit, which shall be added to her/his previously accrued seniority. However, if an employee with less than one (1) year of seniority is promoted or transferred to a non-bargaining unit position, and is later returned to a position in the bargaining unit, s/he shall commence work at her/his new job with only the seniority held at the time of her/his promotion of transfer.

Section. 9. Selection of supervisory personnel shall be solely a function of Plant Management.

Section. 10. An employee who incurs a non-occupational disability or an occupational disability in the service of the COMPANY shall receive all benefits to which s/he is eligible under the COMPANY'S Industrial Relations Plans.

Whenever in the opinion of the Plant Medical Division an employee temporarily is not able to perform her/his usual work s/he may be given such light or limited work in the Plant as is available and which in the opinion of the Plant Medical Division s/he is able to perform. For such light or limited work, the employee shall be paid the regular rate for her/his usual work. The provisions of this Section shall not constitute a guarantee of employment and the **COMPANY** shall have the right to refuse or terminate the assignment of an employee to such light or limited work whenever the **COMPANY** believes such refusal or termination to be proper.

Section. 11. The transfer of an employee into this bargaining unit shall only be made in accordance with the provisions of this Article.

Section. 12. UNION Officers, Chief Stewards, and Day Stewards not to exceed a total of eight (8) shall, for the purpose of choice of day shift only, head the seniority list, in their respective Divisions, provided no additional training is required for the Officer or Steward to perform the job.

Section. 13. The term "detail" shall mean the temporary assignment of an employee to a higher rated job. Details will be made on the basis of Plant seniority within the assigned group provided the employee is qualified to perform the job.

ARTICLE V

Wages

Section 1. During the life of this Agreement, wages shall be paid semimonthly. **Rates of pay shall be increased by 3.2% effective the first day of the semimonthly pay period in which this Agreement is ratified and increased by 2.5% on the first anniversary of such date and increased by 2% on the second anniversary of such date.**

Section 2. The rates of pay shall be as per the attached rate sheet identified as Appendix **A**

Section 3. The rates of differential pay shall be as per attached rate sheet identified as Appendix A. **These shift differentials shall not apply to work performed on straight day jobs (8 or 12 hour) or on the regularly scheduled day shift (8 or 12 hour). An employee held over from one shift to another shall receive the shift differential, if any, applicable to the latter shift only after completing her/his regularly scheduled shift.**

Section 4. The UNION will be supplied with a list of job titles for work performed on the Plant.. Changes in individual titles or new titles occasioned by changing conditions will be reviewed with the UNION-before they are established.

Section 5. Employees will be paid according to a Wage Rate Schedule (**Appendix A**). The schedule of rates and minimum times will be provided to the UNION as of the effective date of this Agreement. Some of these jobs are in a pay progression system. The rules for the pay progression system shall be:

(a) An employee will progress from one (1) rate in the pay progression system to the next so long as her/his performance is satisfactory, but in any case advancements will be made only after established minimum time has been served at the lower rate.

(b) It is intended that an employee whose performance on the job is not satisfactory will be so informed not less than thirty (30) days before the time for her/his eligibility for increase. If at this time her/his performance is still not satisfactory to her/his supervision, her/his case will be discussed with her/him and the UNION, and if during a reasonable period of time thereafter s/he is still not qualified for progression, s/he may be subject to termination. The time lost by employees held up because of unsatisfactory performance will not be made up by shortening the time intervals in some later progression.

(c) **Promotions will be made in accordance with Section 4 of Article IV, as openings are available. However, an employee in pay progression will not be paid the rate for the higher-rated job either permanently or on detail until s/he has advanced to the top rate in the pay progression according to the rules outlined in parts (a) and (b) above. An employee who has not advanced to the top rate will be paid the next higher rate for that job.**

Section 6. An employee who has reached the top pay rate of her/his job under the pay progression system and who is detailed to a job with a higher rate of pay shall receive the higher rate of pay for all hours worked on that shift.

An employee temporarily assigned to a job with a lower rate of pay for the COMPANY'S convenience on occasions such as labor shortages, breakdowns of equipment or incidental work of short duration shall receive her/his regular rate of pay.

An employee transferred to a job with a lower rate of pay because of lack of work in her/his then current occupation, or because of demotion, or at her/his own request shall receive the regular rate for the job to which s/he is transferred as of date of transfer.

Section. 7. In the event an employee is not notified prior to reporting for work on her/his regularly scheduled shift or for work as requested by supervision, that s/he should not report, s/he will have the option of working the full shift, or four (4) hours' pay at her/his straight-time rate in lieu thereof. If s/he elects to accept the four (4) hours' pay, it shall not count as an overtime opportunity, but the day involved shall count in determining the sixth or seventh day worked in the workweek.

Normally an employee will be scheduled to work a full shift. When it is necessary to call in an employee to work without two (2) hours' prior notice, s/he will be paid for hours worked plus one (1) hour, or for three (3) hours at her/his overtime rate, whichever is greater.

Section 8. Hours paid for but not worked shall not be used in computing overtime hours under Section 2 (a) of Article VI.

Section 9 An employee required to work two (2) hours or more, up to eight (8) hours for a day employee and up to four (4) hours for a 12 hour shift employee, before or beyond and consecutive with her/his scheduled shift shall be given an allowance valued at $ 4.00 and allowed a thirty (30) minute intermission with pay in which to eat within that extra period. An employee called in without two (2) hours' prior notice who works four (4) or more, hours up to eight (8) hours for a day employee and up to twelve (12) hours for a 12 hour shift employee, shall be given one (1) such meal allowance and one (1) thirty (30) minute intermission with pay in which to eat within that period. An employee shall be given a second meal allowance and one (1) thirty 30 minute intermission with pay in which to eat if s/he continues to work ten (10) or more hours, up to eight (8) hours for a day employee and four (4) hours for a 12 hour shift employee. The allowance(s) will be included in the employee's paycheck and taxes withheld as required by law.

Section 10 n employee who is excused from work because of the death of a father, father-in-law, mother, mother-in-law, step- parent, spouse, brother, brother-in-law, sister, sister-in-law, child, step child, grandparent or grandchildren shall be paid the regular rate of pay for scheduled working hours, if any, excused during a maximum of three (3) regularly scheduled working days, which may include but not extend beyond the day after the funeral. An employee who is excused from work because of death of a spouse's grandparent, son-in-law, or daughter-in-law shall be paid the regular rate for scheduled working hours, if any, excused on the day of the funeral.

Payment under the provisions of this Section is subject to the following conditions:

(a) The hours paid for but not worked shall not be used in computing any other payments.

(b) Notice of a death shall be given by the employee to her/his supervision as soon as reasonably possible.

No pay allowance shall be granted if the employee does not attend the funeral of the deceased.

Article VI
Overtime Pay

Section 1. The regular workweek for Day employees and 8-hour shift workers shall begin Sunday at 11:30 P.M. and end the following Sunday at 11:30 P.M., and the regular workday shall be a twenty-four (24) hour period beginning at 11:30 P.M. A normal workday will consist of eight (8) hours and a normal workweek will consist of five (5) normal workdays. The regular workweek for 12-hour shift employees shall begin Monday at 6:00 A.M. and end the following Monday at 6:00 A.M. unless otherwise specified. The regular work day for 12 hour shift employees shall begin at 6:00 A.M. and end the next day at 6:00 A.M. unless other wise specified.

Section 2. For day workers and 8 hour shift employees, one and one-half (1-1/2) times the employee's regular rate will be paid for:

(a) All hours worked in excess of eight (8) hours within any period of twenty-four (24) consecutive hours starting from the time the employee is scheduled to start work, or actually starts work at the request of supervision, whichever is earlier, or in excess of forty (40) hours in any one work week, whichever method of calculation yields the greater amount of pay

(b) Work outside of regularly scheduled working hours when the employee is notified of such work after having left the Plant premises.

(c) All hours worked on Sunday.

(d) All hours worked on the sixth (6th) day worked within the regular work week.

(e) All hours worked on a scheduled day of rest.

Hours paid for under item (a) or (b) of this Section shall not be used in computing any other overtime hours.

Section 3. For 12 hour shift workers, one and one-half (1-1/2) times the employee's regular rate will be paid for:

(a) All hours worked in excess of twelve (12) in excess of 12 within any period of 24 consecutive hours or in excess of 40 hours in a workweek, whichever method of calculation yields the greater amount of pay.

(b) Work outside regular schedule when notified of such work after having left the Plant premises.

(c) All hours worked on Sunday.

(d) All hours worked on the 6th day worked within the regular workweek.

(e) All hours worked on a scheduled day of rest.

Hours paid for under (a) or (b) of this section shall not be used in computing any other overtime hours.

Section.4 Two (2) times the employee's regular rate will be paid for all hours worked on the seventh (7th) consecutive day worked within the work week for both eight (8) and twelve (12) hour shifts.

Section 5. For the purpose of determining the sixth or seventh day worked in any workweek, an employee shall be considered to have performed a day's work:

(a) When the employee works a complete shift in a work day;

(b) On any day the employee works any time, or reports for assigned work and is sent home because of lack of work or other reason beyond her/his control, providing that if the employee in either of these cases absents herself/himself for any part of her/his full schedule of work without justifiable cause as determined by Management, that day shall not be counted as a day worked, and further provided, when the employee is required to work immediately prior to or immediately following her/his regular shift and thereby works on her/his regularly scheduled day of rest, that day shall not be counted as an additional day worked unless the employee continued to work four (4) or more hours on her/his regularly scheduled day of rest;

(c) On any of the holidays listed in Section 1 of Article VII which falls on a work day in the employee's scheduled days of work in that work week and the employee is required to take the day off solely because it is a holiday, provided however, that if the employee is scheduled or requested by Management to work on such holiday and does not work, the holiday shall not be counted as a day worked, and further provided that if the holiday falls on the employee's scheduled day of rest and the employee does not work the holiday, it shall not be counted as a day worked.

In no case shall an employee receive credit for more than one (1) day worked in any regular workday.

Section 6 Holidays and the sixth and seventh day worked in the work week as referred to in Sections 2 (d), **4** and **5 of** this Article shall correspond with the regular work day.

Section 7 Work schedules will forecast for the current year normal shift rotation and days of work for the various work groups. Normal rotating shift work schedules are **of eight (8) straight hours or** twelve (12) straight hours. All other employees shall have work schedules of eight and one-half (8-1/2) hours, with one-half (1/2) hour unpaid lunch period.

A supplemental work schedule will forecast the manner in which **8-hour** rotating shift workers will be relieved while working on the day shift. Another may be made for continuous coverage of the 8:00 a.m. to 4:00 p.m. and 4:00 p.m. to 12:00 midnight shifts by alternating these shifts among the employees assigned. When two (2) or more days of rest are scheduled, such supplemental work schedules shall allow for at least two (2) consecutive days of rest following each series of consecutive days scheduled for work, except for single days of rest provided in relief of shift workers. These supplemental work schedules will be posted not later than Thursday proceeding the workweek involved. **In the case of 12-hour shift relief, a monthly schedule will be posted for both day and night relief. Changes to that schedule will be posted not later than Thursday proceeding the workweek involved.**

An employee will follow the normal schedule of the work group to which s/he is assigned. Circumstances may arise unexpectedly such that an employee requests to be excused for a portion of a regularly scheduled shift. With approval in advance by supervision, the employee may be paid for the time excused.

If specially scheduled to work on her/his day of rest as set forth in the master printed work schedules or in the supplemental work schedules, s/he will not be requested by the **COMPANY** to take off compensating time.

An employee changed from one (1) work schedule to another will be paid at one and one-half (1- 1/2) times her/his regular rate for all hours worked on the first shift following such change unless s/he is notified at least twenty-four (24) hours in advance of the time s/he is to report on her/his revised schedule or unless for an employee working an eight hour schedule, s/he receives at least four (4) hours' overtime pay for working more than eight (8) hours in a twenty-four (24) hour period because of such change.

An employee may be changed from one work schedule to another due to transfer from one job or shift to another resulting in a change of indefinite duration without obligation to the **COMPANY** to pay overtime pay because of such change in hours of work.

Employees, at their request and if given permission by supervision, may exchange shifts or posted days of rest, and such exchange shall not entitle such employees to overtime or premium pay under the provisions of this Agreement.

Where an employee, for personal reasons, requests to temporarily change his/her schedule to another established work schedule, supervision will make a reasonable effort to accommodate such a request provided that the accommodation does not negatively impact the ability of any work group to meet business needs. Such accommodation shall not entitle the employee to premium pay or shift differential.

A current listing of all established work schedules is available in the Human Resources office.

An **eight hour** employee assigned to work straight days may be specially scheduled to work on either of the night shifts provided s/he is paid at the rate of one and one-half (1-1/2) times her/his regular rate for all hours worked on the first night shift worked following such a change and for all hours worked on the night shift after the fourth night shift worked following such a change.

An employee assigned to work other than straight days may be specially scheduled to work on day shifts provided s/he is paid at the rate of one and one-half (1-1/2) times her/his regular rate for all hours worked on the first day shift worked following such a change and for all hours worked on the day shift after the fourth day shift worked following such a change.

An employee regularly assigned to work other than straight days, who is temporarily assigned to work straight days for training purposes for one (1) week or more and who works the scheduled hours of the training period, shall have no reduction in pay during such training period and shall not receive overtime pay because of the change in hours of work.

Section. 8 In requiring employees to change work schedules to provide relief, the **COMPANY** will attempt, insofar as is practical, to assign such work to the employees having the least unit seniority in the unit involved.

Section..9 Any overtime payable for work as listed below shall not be offset by or used to offset any previously or later earned overtime pay, provided that where more than one (1) rate is applicable to the same hours of work the rates shall not be pyramided, but only the highest single rate applicable shall be paid.

(a) Hours worked on a holiday;

(b) Hours worked on a Sunday;

(c)Hours worked on scheduled day of rest;

(d) Hours worked on sixth or seventh day worked in a workweek;

(e) Hours worked by an employee assigned to work straight days who is specially scheduled to work night shift; or

(f) Hours worked by an employee assigned to work other than straight days who is specially scheduled to work on day shifts.

Section. 10 Overtime work outside of the employee's schedule shall be assigned in turn, **where practical**, among the employees in each work group. **Said assignments shall be made in accordance with overtime procedures developed by the COMPANY provided, (1)** when the COMPANY believes it to be necessary or desirable, employees present on the plant at the time the overtime work is determined by Management may be assigned to such work: **(2) in no case shall any employee be given additional overtime opportunities until all employees in her/his group have been given an overtime opportunity. However, this shall not require the COMPANY to assign such work to an employee who is not qualified to perform the job.**

Section. 11 If work is available, an employee late for work shall be allowed to start work on the nearest one-tenth (1/10) of an hour after reporting. If it is necessary because of tardiness on the part of an employee, which is not reported by the employee to her/his supervisor within twenty (20) minutes after the scheduled start of the shift, to hold over another employee to cover the job, the employee held over shall have the preference of remaining on the job or going home, and if s/he chooses to remain on the job, the tardy employee may be sent home without pay.

Article VII
Holiday Pay

Section 1. An **eight hour day** employee or **eight (8) hours shift worker** who works on any one of the holidays listed below shall be paid, subject to the further provisions of Section 3 of this Article, overtime pay at one and one-half (1-1/2) times her/his regular rate for hours worked in addition to a holiday allowance equivalent to her/his regularly scheduled working hours not to exceed two and one-half (2-1/2) times her/his regular rate for such holiday hours worked, whichever yields the greater pay.

A twelve (12) hour shift worker who works on any one of the holidays listed below shall be paid, subject to the further provisions of Section 3 of this Article, overtime pay at one and one-half (1-½) times her/his regular rate for hours worked in addition to an eight (8) hour holiday allowance at his/her regular rate. Hours worked over 12 will be paid at two and one-half (2-1/2) times her/his regular rate.

New Year's Day
*Floating Holiday
Good Friday
Memorial Day
** July Third
July Fourth
Labor Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Eve
Christmas Day

*One floating holiday to be taken at the time of the employee's choosing subject to scheduling requirements. **If the employee fails to schedule a holiday by the end of the calendar year, it will be considered lost.**

** July Third shall be one of the recognized holidays except when July Fourth falls on Thursday in which case July Fifth shall be the holiday.

When any of the foregoing holidays, except Christmas Eve or July Third fall on Sunday, the following Monday will be observed as the holiday. When Christmas Eve or July Third falls on Sunday, the following Tuesday will be observed as the holiday. When any of the foregoing holidays fall on Saturday, the preceding Friday shall be observed as the holiday for all employees who normally are scheduled to work Monday through Friday. Saturday shall be designated as the holiday for all other employees. When Christmas Day or July Fourth falls on Saturday, and is observed on Friday by employees normally scheduled to work Monday through Friday, the December twenty-fourth holiday or the July Third holiday shall be observed on the preceding Thursday.

Holiday hours shall correspond to the hours of the regular work day. Employees will be informed at least one (1) week in advance if they are expected to work on a holiday.

Section 2. Pay for hours equivalent to regularly scheduled hours not to exceed eight (8), at the employee's regular rate, shall be paid to an employee for each of the holidays designated above on which s/he does not work, provided such employee:

(a) Does not work the holiday for the reason that:

(1) S/he is required by Management to take the day off from work solely because it is a holiday, or

(2) The holiday is observed on. One of her/his scheduled days of rest (an employee on vacation, leave of absence, or absent from work for one (1) week or more due to a shutdown of equipment or facilities or conditions beyond Management's control shall not be considered as having "scheduled days of rest" during such periods of absence), and

(b) Works on her/his last scheduled working day prior to the holiday and on her/his next scheduled working day following the holiday, except when the employee has been excused from work by Management.

If an employee who is scheduled to work on the holiday fails to work, s/he will receive no pay for the holiday if her/his absence is not excused.

Section 3. If an employee works only part of her/his scheduled working hours on the holiday, and s/he is required by Management to take off the remaining part of her/his scheduled hours or is excused by Management because of personal illness, serious illness in her/his immediate family, or other unusual conditions, s/he shall be paid overtime pay at one and one-half (1-1/2) times her/his regular rate for the hours worked plus a holiday allowance equivalent to her/his regularly scheduled working hours not to exceed eight (8) at her/his regular rate. If the employee works only part of her/his scheduled working hours and is not required or excused by Management for the above reasons to take off the remaining part of her/his scheduled hours, the employee shall be paid overtime pay at two and one-half (2-1/2) times her/his regular rate for hours worked but no holiday allowance.

Section 4. When a 12 hour shift worker is regularly scheduled to work a holiday and is scheduled off by Management solely because it is a holiday, he/she will be paid an eight-hour holiday allowance calculated at his/her regular rate, plus a four-hour special holiday adjustment.

Section ~~4.~~ 5 Holiday hours paid for but not worked shall not be used in computing hours worked in excess of forty (40) in the workweek.

ARTICLE VIII
Hospital and Medical-Surgical Coverage

Section 1. The COMPANY will provide basic Hospital and Medical Surgical coverage as set forth in the DuPont BeneFlex Medical Care Plan (EIN51-0014090, Plan #503).

Section 2. The COMPANY will also provide Hospital and Medical-Surgical coverage as set forth in Section 1 for a former full service employee who has been terminated for lack of work and her/his eligible dependents (spouse and children as defined by the plan) for a period not to extend beyond the earlier of (a) the last day of the twelfth (12th) calendar month following the month in which the employee was terminated on account of lack of work, (b) the last day of the calendar month in which the former employee dies, or (c) the last day of the calendar month in which the former employee refuses recall to the Plant.

ARTICLE IX

Industrial Relations Plans and Practices

Section 1. All existing privileges heretofore enjoyed by the employees in accordance with the following Industrial Relations Plans and Practices of the COMPANY shall continue, subject to the provisions of such Plans and to such rules, regulations, and interpretations as existed prior to the signing of this Agreement, and to such modifications thereof as may be hereafter adopted generally by the COMPANY to govern such privileges;

Short-Term Disability Plan
Pension and Retirement Plan
Special Benefits Plan
Vacation Plan
Service Emblem Plan
Continuity of Service Rules
Payments to Employees on Jury Duty
Military Service Allowance
Savings and Investment Plan
Total and Permanent Disability Income Plan
Career Transition Financial Assistance Plan

Section 2. An employee's length of service for consideration of benefits under the COMPANY'S Industrial Relations Plans and Practices shall be her/his continuous service with the COMPANY, as calculated in accordance with the COMPANY'S Continuity of Service Rules.

Section 3. Employees shall be eligible to participate in the Company's Beneflex Flexible Benefits Plan (the "Plan"), subject to all terms and conditions set forth in said Plan and the benefit plans that are incorporated and made a part of the Plan. As set out in the Plan and incorporated plans, the Company reserves the right to change, modify, terminate the Plan and set prices for benefits provided under the Plan in its sole discretion and the Union hereby waives any claim or right to bargain with respect to any such change, modification, termination or price

change.

The Beneflex Plan at the Louisville site will be administered in a manner that is consistent with the manner in which the Plan is administered company-wide., recognizing that under the Plan local providers and offerings may differ from site to site. The employee share of prices will be determined in the same manner as prices are calculated for employees company-wide who are participants in the Plan.

In addition, the Union and Management agree that the provisions of this Section 3 shall survive the expiration of this Agreement and shall remain in full force and effect unless and until the Parties mutually agree to change or terminate this Section 3.

ARTICLE X
Adjustments of Grievances

Section 1. An earnest effort should be made to settle all grievances in informal discussions-with the aggrieved employee's immediate supervisor. If not resolved, continued efforts shall be made to settle such grievances in the following sequence:

FIRST, the grievance should be reduced to writing, signed by the aggrieved employee and her/his UNION representative and presented to the appropriate first line supervisor within five (5) working days after failure to resolve the grievance in informal discussions. If not settled in the first step within two (2) working days, then;

SECOND, the grievance shall be handled between the UNION Chief Steward, who may be accompanied by the aggrieved employee, and the Area Head directly involved. If not settled in the second step within three (3) working days, unless an extension of time is agreed to by both parties, then;

THIRD, the grievance shall be handled between the UNION Chief Steward, two (2) UNION Officers, who may be accompanied by the aggrieved employee, the Plant Manager, and/or her/his designated representatives. Normally Management will give its answer within five (5) working days.

Section 2. Any employee having a grievance shall be permitted to discuss her/his grievance during working hours with her/his UNION Steward and supervision in accordance with the grievance procedure after obtaining permission from her/his immediate supervision who will schedule a meeting for the purpose. A reasonable amount of time will be allowed the employee and UNION representatives involved during working hours without loss of pay for such meetings.

Section 3. The UNION will give Management as much notice as possible of its desire to discuss a formal grievance. Minutes of such discussion between the UNION representatives and members of Management may be kept by an individual participating in the discussion.

Section 4. The COMPANY agrees that after a grievance of an employee or employees has been brought up with the COMPANY by the UNION, the COMPANY will not settle or attempt to settle the grievance with the employee or employees unless the UNION Steward is present.

Section 5. The COMPANY agrees to bypass the first two steps of the grievance procedure in grievances involving the discharge of an employee.

ARTICLE XI
Discipline and Discharge

Section 1. The COMPANY agrees that no employee will be discharged except for just cause.

Section 2. When an employee who has been discharged or suspended from work registers a complaint that s/he believes s/he has been unjustly dealt with such complaint shall be considered and dealt with in accordance with the provisions of Article X, "Adjustment of Grievances". Any such complaint must be submitted to the COMPANY in writing within five (5) calendar days of the date of the discharge or suspension to be subject to the terms of this Agreement.

Section 3. If, in the settlement of the dispute, it is found that an employee has been unjustly discharged or suspended, the COMPANY shall reinstate her/him and compensate her/him for time lost at her/his regular rate immediately prior to such dispute; provided, however, such period of payment shall not exceed two hundred and seventy (270) calendar days and will be offset by any reportable earnings for this period, commencing at the date of termination.

Section 4. In case of discharge of an employee, a UNION officer will be notified prior to the suspension or discharge becoming effective.

Section 5. No detrimental notation shall be made on the personnel record of an employee unless the employee and her/his UNION Chief Steward are notified that such a notation is to be made and an opportunity is given her/him to present any reason why such notation should not be made. The employee involved will be given a copy of the Corrective Review or the Probationary Review form prepared by supervision. After two (2) years from the date the employee involved had the detrimental notation made on her/his record, it will be removed from her/his record and all copies returned to the employee.

ARTICLE XII
Arbitration

Section 1. Any question as to the interpretation of this Agreement or as to any alleged violation of the terms of this Agreement, which is not otherwise settled to the mutual satisfaction of the parties hereto, shall at the request of either party be submitted to arbitration.

Section 2. The parties shall meet within five (5) calendar days after notice of desire to arbitrate is received, for the purpose of preparing a submission agreement setting forth the issue to be arbitrated and the place where the hearing shall be held (which shall be in Jefferson County, Kentucky). Both parties shall cooperate to bring about a prompt execution of the submission agreement. In cases involving discharge, the parties shall execute the submission agreement within ten (10) working days after notice of desire to arbitrate is received.

Following execution of the submission agreement, the parties shall request a list of arbitrators from the American Arbitration Association. From this list each party shall mark selections and/or rejections. Upon selection, the arbitrator shall be furnished a copy of the submission agreement. The arbitrator shall then confer with the parties to determine a time and place for the hearing.

The decision of the arbitrator shall be final and binding upon both parties hereto. **The fees and expenses shall be borne equally by the UNION and the COMPANY.**

ARTICLE XIII
Miscellaneous Provisions

Section 1. Neither the UNION nor the COMPANY shall discriminate **against employees in accordance with Federal, State or Local laws**

Section 2. Supervisory employees shall not be assigned to work usually covered by employees except that they may perform such work in emergencies, when acting as instructors, when doing experimental work, or when performing their regular duties which may contain some elements similar to work normally performed by employees in the bargaining unit.

Section 3.New employees will be hired at a rate within the rate progression system. At Management's discretion, a new hire may start at a rate higher than the minimum rate.

Section 4. Practices governing lunch time and break privileges vary according to work schedule **and are subject to change at anytime.**

Section 5 The COMPANY will provide employees safety work shoes per calendar year in accord with the current subsidy. Employees, who obtain shoes under the provisions of this Section, are expected to wear them at work and if this safety measure is disregarded by an employee the subsidy ~~concessions~~ contained in this Section may be withdrawn from that individual.

Section 6. An employee required under valid subpoena to appear in a court of competent jurisdiction, as a witness shall be excused for the time her/his presence is required and paid her/his regular rate for the hours excused during her/his regular work schedule. No pay will be granted under this provision where the employee is appearing as a plaintiff or defendant. In cases where the COMPANY is a party to the legal action or financially involved in the outcome, the decision on whether or not to grant pay will be made on a case-by-case basis by the COMPANY.

Section 7. For the purpose of vacation time eligibility for 12-hour shift workers, vacation time will be converted from weeks to hours. For example, a week's vacation is equal to 40 hours pay.

ARTICLE XIV
Suspension of Provisions of Agreement

Section 1. If during the life of this Agreement there shall be in existence any applicable rule, regulation or order issued by governmental authority, which shall be inconsistent with any provision of this Agreement, such provision shall be modified to the extent necessary to comply with such law, rule, regulation, or order.

ARTICLE XV
Management Rights

Section 1. Except as specifically limited by the express terms of this Agreement, the Company retains the right to manage its business and direct its workforce. The Company has the exclusive unilateral right to (a) plan, direct, change, relocate, control, consolidate, merge, transfer, expand, contract, close, terminate, subcontract, or sell all or part of any site, asset, business unit, and the operations thereof; (b) determine the location, size and number of any and all sites, business unit, or facilities; (c) (b) determine the means, methods, processes, equipment, schedules,

hours of operations, hours of work, productivity standards, efficiency standards, quality standards, customer service standards, including any change, relocation, consolidation, merger, transfer, expansion, contraction, closure, termination, subcontracting or division thereto; (d) (c) determine the basis and standards for selection, hire, retention, promotion, evaluation, testing, demotion, suspension, layoff, work assignment, employment categories, job classifications, discipline and discharge of any and all employees; (e) establish, amend, maintain, retract or terminate work rules, policies and regulations regarding employee selection, hire, retention, promotion, evaluation, testing, demotion, suspension, layoff, work assignment, employment categories, job classifications, discipline, discharge, productivity, efficiency, quality, customer service and safety; (f) hire, assign, direct, manage, discipline, discharge, promote, suspend, schedule, disqualify, transfer or lay off employees; (g) determine volume of operations, business plans, business conditions and business results and subcontract work, divert work and lay off employees; and shall not be subject to the grievance or arbitration provisions of this contract.

ARTICLE XVI
No Strike - No Lockout

The Union agrees that during the life of this Agreement, neither it nor its officers, representatives, committeemen, stewards, nor its members will for any reason, including but not limited to sympathy and so-called "unfair labor practices," directly or indirectly, call, sanction, or engage in any strike, walkout, work stoppage, slowdown, sit-down, stay away, limitation of production, boycott of a primary or secondary nature, picketing or any other form of interference with the peaceful and efficient operation of the business of the Company. The Company agrees that during the term of this Agreement, it will not lock out any of the employees covered by this Agreement.

ARTICLE XVII
Life of Agreement

Section 1. This Agreement shall continue in full force and effect from 12:01 a.m. ___ to 11:59 p.m. and shall renew itself from year to year thereafter unless, at least (60) days prior to any expiration date, either party notifies the other in writing of its desire to terminate this Agreement, in which event the Agreement shall terminate on such date of the contract term in which the notice is given.

Section 2. If either party desires to modify or change this Agreement at any expiration date it shall, at least sixty (60) days prior to such date, give notice in writing of the desire to modify or change. If notice to modify or change is given by either party, the Agreement shall be deemed to have been opened for bargaining on any or all provisions or on any new provisions. After the provisions of this Section 2 have been invoked, in the absence of termination pursuant to Section 1 of this Article, all the provisions of this Agreement shall continue in full force and effect for one (1) additional year unless and until modified in accordance with this Section or extended by mutual agreement of the parties.

IN WITNESS WHEREOF the COMPANY and the UNION have caused these presents to be executed by their duly authorized representatives on the ________ day of _____, 20__.

E. I. DU PONT DE NEMOURS AND COMPANY

Paper, Allied-Industrial, Chemical and Energy Workers International Union and PACE Local 5-2002

By:________________,

Plant Manager,

By: ____________________

Witness:

____

____

____

____

____

____

____

____

A NEOPRENE CRAFTSMEN UNION PUBLICATION

CRAFTSMEN NEWS

N.C.U. Workers Affiliated with the International Brotherhood of DuPont

P.O. Box 16333 • Louisville, KY 40256-0333

EXHIBIT 52

April 13, 1994

Dear N.C.U. Members,

As tension builds between the parties over current contract negotiations I want you to be aware of a few items of importance:

1. I have asked and received strike authorization from the International Brotherhood of Dupont (see reprints).

2. We firmly believe the Company is making a grave mistake in not offering our two current HMO's (Humana;AHDS) along with their Beneflex. Remember we even agreed to the major concession that the union members would be willing to pay for these HMO's at the 20% rate they will be offering Beneflex. Also remember, the Company has TOTAL control of Beneflex and they have admitted our current HMO's are actually cheaper (so much for their famous words-"cost effective")!

3. The best tentative schedule I can give you at this time concerning Union matters looks like this:

Thursday (4-14) and Friday (4-15) at 1 p.m CONTRACT TALKS;

Monday (4-18) 1 p.m- begin preparing for arbitrating the unjust termination of Steve Collina;

Tuesday (4-19) 5 p.m to 7 p.m - Union members vote at the Union Hall (on Dixie Highway) on the proposed by-law changes (see bulletin boards for these proposals).
Wednesday (4-20) 5 A.M to 7 A.M. continuation of by-law vote. (These two meetings give all members on all shifts an opportunity to vote-SO PLEASE VOTE).

Friday (4-22) 9 a.m - Steve Collins unjust termination arbitration case actually begins.

In addition, I know we (as well as Management) will be spending other times than those listed preparing for Steve Collins arbitration case.

Sincerely,
Carl J. Goodman

EMPLOYEES
KRACK
DUPONT

(over)

Carl J. Goodman
President
Res: (812) 948-7972
Digital Beeper: (502) 455-5930

Charles E. Rowe
Vice-President
Res: (502) 491-5571
Digital Beeper: (502) 478-1591

Charles R. Lewis
Secretary-Treasurer
Res: (812) 923-2060
Digital Beeper: (502) 478-1633

NEOPRENE CRAFTSMEN UNION
Local 788
Affiliate of the International
Brotherhood of Dupont Workers.

P.O. Box 16333 • Louisville, Kentucky 40256-0333
Plant Phone (502) 569-3232 • FAX: (812) 948-7900

Bobby L. Sedoris
Chief Steward Engineering
Res: (502) 339-7138
Digital Beeper: (502) 478-1613

Dennis L. Gessman
Chief Steward Production
Res: (502) 448-1261
Digital Beeper: (502) 478-1670

Stephen D. Clubb
Chief Steward-Safety & Health
Res: (502) 339-9373
Digital Beeper: (502) 478-1013

President Dean Goad
International Brotherhood of
Dupont Workers
101 Dupont Road
Martinsville, Va. 24112
April 6, 1994 (Faxed)

Dear Dean,

Due to the current situations and growing hostility shown by our membership toward the major concessions management continues to pursue in contract negotiations it appears a strike is forthcoming for this Local. Therefore, in accordance with the International's By-Laws and on behalf of this Local, I am requesting that should the membership vote to strike, we have in writing, and in advance, the International's authorization and support in this difficult struggle with the Dupont Company. Your immediate reply to this matter will be greatly appreciated.

Sincerely,
Carl J. Goodman
Carl J. Goodman
President-Local 788

cc: Mr. Ken Henley-IBDW General Counsel
IBDW Vice-President-Bill Golt
IBDW Secretary-Treasurer-George Jordan
IBDW Local President's

INTERNATIONAL BROTHERHOOD OF DUPONT WORKERS

"DUPONT WORKERS REPRESENTING DUPONT WORKERS"

101 Dupont Road
Martinsville, VA 24112

Harold Dean Goad, President
William Golt, Vice President
George Jordan, Secretary-Treasurer
Carl Goodman, Director of Communications
Kenneth Henley, General Counsel

April 11, 1994

Carl Goodman, President
Neoprene Craftsmen Union, Local 788
International Brotherhood of Dupont Workers
P.O. Box 16333
Louisville, KY 40256-0333

Re: Authorization of IBDW for a Lawful Strike

Dear Carl:

Please be advised that, as counsel for the IBDW, I have contacted Dean Goad, President, and he has provided his authorization, pursuant to Section 4.6.1 of the IBDW Constitution, for a lawful strike by your local union, should your local union approve such action in full accordance with its by-laws and the provisions of its contract with Dupont.

Dean expresses his hope that a strike will not be necessary and the matter will be amicably resolved to the satisfaction of your members. If not, however, you can be sure that the IBDW will do all it can to support your members in its job action.

Very truly yours,

Kenneth Henley

KH/mmr

cc: H. Dean Goad, President
William Golt, Vice-President
George Jordan, Secretary-Treasurer

Member Union Locations:
Clinton IA • Deepwater NJ • Edgemoor DE • Ixon NY • Louisville KY • Martinsville VA • Niagara Falls NY

SAFETY

FIRST

SAFETY

LASTS

AGREEMENT

BETWEEN THE

DU PONT

E. I. DU PONT DE NEMOURS AND COMPANY

LOUISVILLE WORKS

AND THE

Workers. Affiliated with the International Brotherhood of Dupont

OPERATIONS ENGINEERING

N.C.U.

NEOPRENE CRAFTSMEN UNION

Louisville, Kentucky

Effective May 25, 1994

EXHIBIT
tabbies
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AGREEMENT

BETWEEN THE

DU PONT

E. I. DU PONT DE NEMOURS AND COMPANY

LOUISVILLE WORKS

AND THE

Dupont Workers. Affiliated with the International Brotherhood of Dupont

OPERATIONS ENGINEERING

N.C.U.

NEOPRENE CRAFTSMEN UNION

Louisville, Kentucky

Effective May 25, 1994

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AGREEMENT

Effective the 25th day of May, 1994, **E.I. DU PONT DE NEMOURS AND COMPANY**, on behalf of its Louisville Works, hereinafter referred to as the **COMPANY** and **NEOPRENE CRAFTSMEN UNION**, Louisville, Kentucky, hereinafter referred to as the **UNION**, acting for and on behalf of itself and on behalf of the employees included within the bargaining unit hereinafter set forth, in consideration of the mutual covenants hereinafter contained agree as follows:

ARTICLE I
Definitions

Section 1. The unit of employees represented by the UNION shall be all employees of the COMPANY included within the unit appropriate for collective bargaining purposes established in an order of the National Labor Relations Board in Case No. 9-RC-1687 bearing date of December 23, 1953; viz., all employees of the COMPANY at its Louisville Works, Louisville, Kentucky, including powerhouse and refrigeration plant employees, chief operators, shift leaders, fire department employees, cafeteria employees, and counter attendants, but excluding all office and clerical employees, chemical supervisors, technical engineers, assistant technical engineers, draftsmen, chemists, nurses and hospital technicians, general foremen, foremen, fire chief, guards, and all other supervisors and professional employees as defined in the National Labor Relations Act as amended.

Section 2. The term "Plant", as used herein, shall mean the Louisville Works, located in Jefferson County near Louisville, Kentucky.

Section 3. The term "employee" or "employees", as used herein, shall mean any or all those employees of the COMPANY included in the unit appropriate for collective bargaining purposes as set forth in Section 1 of this Article.

Section 4. The term "straight-time rate", as used herein, shall mean the established job rate excluding shift differential and excluding all overtime pay.

Section 5. The term "regular rate", as used herein, shall mean the established job rate plus shift differential, if any, but excluding all overtime pay.

Section 6. The term "scheduled day of rest", as used herein, shall mean the scheduled day or days for an employee in a work week as set forth in his current work schedule assignment.

Section 7. The term "emergency", as used herein, shall mean a fire, power failure, or other conditions beyond the control of management.

Section 8. The term "call in" as used herein, shall mean a situation in which an employee is notified after having left the plant premises to report for work prior to his next scheduled shift.

ARTICLE II
Recognition

Section 1. The UNION is recognized as the exclusive bargaining agent for the employees for the purpose of collective bargaining with respect to rates of pay, wages, hours of work and other conditions of employment.

Section 2. There shall be no discrimination against, coercion of, interference with or restraint of any employees by the COMPANY, or by the UNION, or any of their agents, because of membership or nonmembership in the UNION, and the UNION agrees that there shall be no solicitation or other promotional activity on COMPANY time.

Section 3. This Agreement supersedes all previous agreements, understandings, practices, and interpretations which are incompatible or inconsistent with any provisions herein contained and this Agreement constitutes the entire Agreement between the parties hereto as of the execution date thereof. However, any amendment which may hereafter be mutually agreed upon between the parties, when executed in the same manner as this Agreement, shall become and be a part of this Agreement.

Section 4. The COMPANY agrees to recognize three (3) officers and three (3) Chief Stewards as designated by the UNION as an Executive Committee of the UNION to represent employees covered by this Agreement and the UNION

shall furnish an official organization chart of Officers and Stewards to the COMPANY. When representatives are changed, the UNION shall furnish the names of the new representatives to the Plant Management in writing. The number of Stewards to be recognized by the COMPANY shall not exceed one (1) per first line supervisor. It is understood that the sole UNION function of the Steward is to handle grievances in accordance with the grievance procedure set out in Article X of this Agreement.

Section 5. UNION stewards, chief stewards and officers will work at their regular job assignments except for attendance at meetings as set forth in this agreement, or as otherwise excused by Management.

Section 6. The COMPANY agrees that authorized meetings between union representatives (union stewards, chief stewards, officers) and plant management will be permitted on COMPANY time and COMPANY property. The regular rate of pay shall be paid to the union representatives when excused to attend such meetings.

Section 7. UNION officers and chief stewards excused to attend meetings off site necessitated by provisions included in Articles XII, XIII and XIV shall not be paid.

Section 8. The COMPANY shall provide for the sole use of the UNION thirty-three (33) specified bulletin boards and three (3) newsletter boxes in the Plant. The UNION agrees it will not post or permit to be posted on such bulletin boards material other than official UNION business. The UNION also agrees that it will not utilize the newsletter boxes for other than official UNION business.

Section 9. Each month the COMPANY will furnish the UNION with a list of employees hired and terminated during the preceding month.

ARTICLE III
Payroll Deduction of Union Dues

Section 1. The COMPANY will deduct the regular dues prescribed by the UNION from the wages of an employee who authorizes the COMPANY to make sure deductions on a form identical in wording to that appearing in Section 2 of this Article or who has authorized dues deductions in accordance with prior Agreements between the parties. Such dues authorized shall be cancelled and deductions stopped in accordance with the provisions of such dues authorization form or at the termination of this Agreement, provided, however, deductions as authorized by unrevoked authorizations may be continued beyond the termination date at the option of the COMPANY. All sums deducted in this manner and a list of employees from whose earnings such deductions have been made shall be turned over by the COMPANY to the Treasurer of the UNION within a reasonable period following the end of each calendar month.

Section 2.

"E.I. DU PONT DE NEMOURS AND COMPANY
Louisville, Kentucky

I hereby revoke any previous dues deduction authorization and hereby authorize you to deduct from my wages after forty (40) hours' pay has been earned in any calendar month and pay to the Treasurer of the Neoprene Craftsmen UNION $_________ per month as dues beginning ________________. This authorization shall be cancelled and deductions stopped by the COMPANY if:

I am no longer employed within the bargaining unit represented by the UNION, or

The UNION is no longer the recognized bargaining agent, or

The UNION notifies the COMPANY in writing to cancel such deductions, or

I give the COMPANY written notice of cancellations of this authorization for deduction of dues within the ten (10) day period immediately preceding any anniversary date of this authorization or within the ten (10) day period immediately preceding any anniversary date of any collective bargaining agreement in effect between the UNION and the COMPANY.

NAME____________________________________

PAYROLL NO.________________DATE____________

WITNESS_________________________________"

ARTICLE IV
Seniority

Section 1. Seniority accrued prior to the effective date of this Agreement shall be that shown on the seniority rosters as of the effective date hereof. Seniority accrued following the effective date of this Agreement shall be an employee's total length of employment acquired since the first day of his last period of unbroken employment or since the effective date of this Agreement, whichever is later, within the bargaining unit, unless otherwise specified in this Article. Such seniority acquired since the effective date of this Agreement shall be calculated and adjusted in the following manner:

(a) The seniority of an employee shall be broken and automatically terminated in case of:

(1) Discharge for just cause;

(2) Voluntary quit;

(3) Absence in excess of sixteen (16) days unless covered by leave of absence;

(4) Failure to return to work following expiration of leave of absence;

(5) Termination because of lack of work.

(b) No seniority credit will be given for the time between termination because of lack of work and re-employment. The Plant seniority an employee had at the time of termination because of lack of work shall be used in offering re-employment for a period of three (3) years after date of such termination. A former employee who has been terminated because of lack of work for less than three (3) years will be offered re-employment in accordance with his Plant seniority before new employees are hired, provided such former employee is basically qualified to do the work to be performed. A former employee who has been terminated because of lack of work and who is re-employed shall be credited with the seniority he had prior to his termination; provided that an employee who has not completed his probation period shall begin a new one hundred and twenty (120) day probation period. A former employee who has been terminated because of lack of work will not be eligible for credit of prior seniority nor for other offers of re-employment under the provisions of this Section 1 (b) if he fails to notify the COMPANY of his intent to return to work within one (1) week after notice to return to work has been sent by registered letter to his last known address, or if he fails to report for work within two (2) weeks after notice has been sent by registered letter to his last known address.

(c) Service outside this bargaining unit in other parts of this Plant will be credited only (a) if such credit was given under prior Agreements between the parties and is included in seniority shown on the seniority roster as of the effective date hereof, or (b) if such credit is provided for by other provisions of this Article.

(d) Plant seniority shall be the employee's total creditable seniority within the bargaining unit. If two (2) or more employees have the same Plant seniority date, their names shall be listed in alphabetical order. The name change of an employee shall not affect such listing.

Section 2. An employee shall exercise Plant Seniority only in the Master Division and unit in which he is employed. For the purpose of this Article the four (4) Master Divisions and the units which comprise these Divisions are as follows:

Engineering Master Division
- Each Individual Engineering Unit

Operations Master Division
- Monomer Operations
- Poly Operations
- "Freon" Operations
- Laboratory
- Power and Refrigeration Operations

Auxiliary Master Division
- Poly Clean-up Operators (Including Water Blasters and Leader-Water Blasters)

Stores Attendants
Monomer Helpers
Diesel Railroad Crew
Labor Unit (Including Power Helpers and Maintenance Helpers)

Service Unit (Including Laboratory Stores Attendant)
Fireman Master Division

Section 3.

(a) An employee may transfer from one Master Division to another only under the provisions of Section 5 (c) pertaining to re-employment and return, or Section 5 (d) pertaining to job bidding, Section 3 (b), or Section 7 pertaining to reduction of force, of this Article except that the transfer of an employee with a disability may be negotiated between parties. On a case-by-case basis the parties may agree on the transfer of an employee from one seniority unit to another.

(b) An employee's "home" unit shall be that unit in which he was first employed. However, if thereafter he has been transferred to another unit because of disability or in accordance with Sections 5 (c), (d) or 5 (e) of this Article, then his "home" unit shall be the unit as indicated in these Sections 5 (c), (d) or (e).

Section 4. Seniority rosters shall be maintained by the COMPANY, kept in the Employment Office and shall be available to the UNION. Such rosters shall show each employee's relative position within their Master Division and unit.

Section 5. When job vacancies in a unit occur, they will be filled in the following order:

(a) By Promotions. Promotions shall be made within a given unit on the basis of Plant seniority provided the employees have approximately the same qualifications and are qualified to perform the job.

(b) By the voluntary return of eligible employees within the Master Division to their "home" units. Eligible employees are those who have been involuntarily displaced from their unit. Employees will be offered the vacancy and if they refuse this opportunity, their present unit will become their "home" unit. Employees who volunteer shall be returned to their "home" unit in Plant seniority order, the employee with the most seniority returning first.

(c) By return of employees outside of Master Division to their "home" Master Division.

(d) By job bidding. Job bidding, subject to agreement by the parties on a case-by-case basis, may be limited to the employees of a Master Division, but if not so limited, shall be on a bargaining unit basis. A general announcement regarding vacancies will be posted at least two calendar weeks in advance of selection of successful bidders. Ability, skill, knowledge and training being approximately equal, the candidate having the most Plant Seniority within the bargaining unit shall be selected to fill such vacancy, provided he meets established requirements of the job vacancy. Successful candidates will be transferred to the bid job as soon as it is practical to do so. Each will be notified of his transfer date as much in advance as practical. This provision will not require the COMPANY to drop below a minimum level of experience and skill necessary to properly perform the work in any unit. An employee may job bid to any job with a higher straight-time rate. However, a new employee, or a successful job bidder, may not job bid to a job which does not have a higher straight-time rate for a period of three (3) years from the date they are declared a successful bidder. All of the above notwithstanding, subject to agreement of the parties on a case-by-case basis, an employee who has been transferred in accordance with his bid may be returned to his former Master Division.

(e) Re-employment shall be in accord with Section 1(b) of this article and in Plant Seniority order with the qualified former employee having the most such seniority returning first. They shall have indefinite return rights to their "home" Master Division and shall be offered one opportunity to return to that Division that (A) vacancy occurs; provided, they are still basically qualified for the vacant job. Eligible employees will be offered the vacant job and if refused, their present unit will become their home unit.

(f) By hiring of new employees (at management's discretion).

Section 6. When new jobs are established on the Plant, they will be filled in the following order:

(a) By job bidding as provided in Section 5 (d) of this Article.

(b) By re-employment and hiring as provided in sections 5(e) and (f) of this article.

Section 7. Plant Seniority shall be used to select employees for transfer in a reduction of force in a Master Division, provided employees to be retained in the Division must have collectively sufficient qualifications to perform all the jobs in the Master Division.

(a) Treatment of an employee affected by a reduction of force in his Master Division will be as follows:

(1) An employee will have the option of termination because of lack of work, or transfer to the job held by the employee with the least Plant seniority. If he elects termination he shall have re-employment rights (Section 1 (b) of this Article).

(2) The provisions of the foregoing subparagraph (1) notwithstanding, an employee who had previously bid from another Master Division will be returned to his former Master Division, provided he has sufficient Plant seniority in his former Master Division to hold a job.

(3) Employees involved in a voluntary reduction of force will be treated in accordance with the Industrial Relations Plans and Practices, Article IX.

(b) In the event an employee in Wage Grade 9 or 10 is the employee with the least Plant seniority and he is displaced under the provisions of this Section, the job he vacates will be filled by job bidding.

Section 8. When a unit within a Master Division is overmanned and other units within the same Master Division are undermanned, employees will be transferred from the overmanned unit to undermanned units in the following order:

(a) Eligible employees in the overmanned unit shall have the opportunity to be returned to their "home" unit in

Plant seniority order, the employee with the most seniority returning first. If the overmanned-undermanned situation remains, then

(b) Untrained employees in the overmanned units shall be transferred to the undermanned units. If the overmanned-undermanned situation remains, then

(c) Employees in the overmanned unit shall be allowed to volunteer for transfer to the undermanned units. Qualified employees with the most Plant seniority shall be selected for transfer.

(d) If there are insufficient volunteers, the qualified employees with the least Plant seniority shall be transferred to the undermanned units.

Section 9. Demotions due to reduction of force in the classifications of Chief Operators, Special Laboratory Technicians and Leaders will be made on the basis of Plant seniority.

Section 10. The choice of preferred working schedules among employees assigned to a unit, in which a vacancy occurs on a job of the same or lower rate classifications shall be made within the unit on the basis of plant seniority provided the employee is qualified to perform the job. This provision will not require the COMPANY to drop below a minimum level of experience and skill necessary to properly perform the work in any work group.

Section 11. A new employee shall be on probation during his first one hundred and twenty (120) days of employment. However, an employee on probation who successfully job bids to another job shall be on probation for at least ninety (90) days from the date he is determined to be a successful job bidder.

Section 12. An individual employed on the Plant in a supervisory position or one thereafter promoted to such position having had one (1) or more years seniority within the bargaining unit in a non-supervisory position who is transferred to a job within this bargaining unit, shall receive full seniority credit for time spent in such supervisory position which shall be added to his previously accrued seniority. However, if an employee with less than one (1) year of seniority is hereafter promoted to a supervisory

position and is later returned to a position covered by this Agreement, he shall commence work in his new job with only the seniority held at the time of his promotion.

Section 13. When emergency conditions occur which are beyond the control of Management, necessitating the abrupt curtailment of operations, a temporary reduction in force (not to exceed sixteen (16) days) may be made without obligation to make transfers between seniority units. In such instances of curtailment, reduction of force may be made without obligation to transfer between shifts for the first five (5) days. Selection of employees for temporary reduction in force shall be based on Plant seniority within the affected Master Division. Arrangement for the placement of employees during longer periods of temporary curtailment may be negotiated upon the request of either party.

Section 14. Selection of supervisory personnel shall be solely a function of Plant Management.

Section 15. An employee who incurs a non-occupational disability or an occupational disability in the service of the COMPANY shall receive all benefits to which he is eligible under the COMPANY'S Industrial Relations Plans.

Whenever in the opinion of the Plant Medical Division an employee temporarily is not able to perform his usual work he may be given such light limited work in the Plant as is available and which in the opinion of the Plant Medical Division he is able to perform. For such limited work, the employee shall be paid the regular rate for his usual work. The provisions of this Section shall not constitute a guarantee of employment and the COMPANY shall have the right to refuse or terminate the assignment of an employee to such light or limited work whenever the COMPANY believes such refusal or termination to be proper.

Section 16. The transfer of an employee into this bargaining unit shall only be made in accordance with the provisions of this Article.

Section 17. The UNION recognizes the desirability of giving employees an opportunity to gain promotions to jobs outside the bargaining unit and that the selection of such employees is solely a function of Plant Management. However, employees heretofore or hereafter transferred to other than a supervisory position outside the bargaining unit shall, for the purpose of seniority rights within the bargaining unit, be considered to have been terminated because of lack of work.

Section 18. UNION Officers, Chief Stewards, and Day Stewards not to exceed a total of seventeen (17) shall, for the purpose of choice of day shift only, head the seniority list in their respective units.

Section 19. The term "detail" shall mean the temporary assignment of an employee to a higher rated job. Details will be made on the basis of Plant seniority within the work group provided the employee is qualified to perform the job. If there are no employees within the work group qualified to perform the job, the detail will be made on the basis of Plant seniority within the unit.

V

ARTICLE V
Wages

Section 1. During the life of this Agreement, wages shall be paid semi-monthly.

Section 2. The rates of pay shall be as per the attached rate sheet identified as Appendix B, and made a part hereof, except that the subject of such wages may be reopened for negotiations upon ten (10) days' written notice by either party to the other at any time during the life of this Agreement. In the event the COMPANY and the UNION are unable to agree as to rates of pay after reopening for negotiations for rates of pay under this Section, the provisions contained in the first sentence of Section 1, Article X shall not apply.

Section 3. A shift differential of thirty-seven (37) cents per hour will be paid employees for all work performed on the regularly scheduled afternoon shift (third shift). A shift differential of fifty-two (52) cents per hour will be paid employees for all work performed on the regularly scheduled midnight shift (first shift). These shift differentials shall not apply to work performed on straight day jobs or on the regularly scheduled day shift (second shift). An employee held over from one shift to another shall receive the shift differential, if any, applicable to the latter shift only after completing his regularly scheduled shift.

Section 4. The UNION will be supplied with a list of job titles for work performed on the Plant. It is intended that the basic structure of these titles will be adhered to as far as is practical. Changes in individual titles or new titles occasioned by changing conditions will be discussed with the UNION before they are established.

Section 5. Employees will be paid according to a Wage Rate Schedule (Appendix B). The schedule of rates and minimum times will be provided to the UNION as of the effective date of this Agreement. Some of these jobs are in a pay progression system. The rules for the pay progression system shall be:

(a) An employee will progress from one (1) rate in the pay progression system to the next so long as his performance is satisfactory, but in any case advancements will be made only after established minimum time has been served at the lower rate.

(b) It is intended that an employee whose performance on the job is not satisfactory will be so informed not less than thirty (30) days before the time for his eligibility for increase. If at this time his performance is still not satisfactory to his supervision, his case will be discussed with him and the UNION, and if during a reasonable period of time thereafter he is still not qualified for progression, he may be subject to termination. The time lost by employees held up because of unsatisfactory performance will not be made up by shortening the time intervals in some later progression.

(c) Promotions will be made in accordance with Section 5 of Article IV, as openings are available. However, an employee in pay progression will not be paid the rate for the higher-rated job either permanently or on detail until he has advanced to the top rate in the pay progression according to the rules outlined in parts (a) and (b) above. An employee who has not advanced to the top rate will be paid the next higher rate for that job.

Section 6. An employee who has reached the top pay rate of his job under the pay progression system and who is detailed to a job with a higher rate of pay shall receive the higher rate of pay for all hours worked.

An employee temporarily assigned to a job with a lower rate of pay for the COMPANY'S convenience on occasions such as labor shortages, breakdowns of equipment or incidental work of short duration shall receive his regular rate of pay.

An employee transferred to a job with a lower rate of pay because of lack of work in his then current occupation, or because of demotion, or at his own request shall receive the regular rate for the job to which he is transferred as of date of transfer.

Section 7. In the event an employee is not notified prior to reporting for work on his regular scheduled shift or for work as requested by supervision, that he should not report, he will have the option of working the full shift, or four (4) hours' pay at his straight-time rate in lieu thereof. If he elects to accept the four (4) hours' pay, it shall not count as an overtime opportunity, but the day involved shall count in determining the sixth or seventh day worked in the workweek.

Normally an employee will be scheduled to work a full shift. When it is necessary to call in an employee to work without two (2) hours' prior notice, he will be paid for hours worked plus one (1) hour, or for three (3) hours at his overtime rate, whichever is greater.

Section 8. Hours paid for but not worked shall not be used in computing overtime hours under Section 2 (a) of Article VI.

Section 9. An employee required to work one and one-half (1-1/2) hours before or beyond and consecutive with his scheduled shift shall be given a meal valued at four dollars ($4.00) and shall be allowed a thirty (30) minute intermission with pay in which to eat the meal. An employee held over and working nine and one-half (9-1/2) or more continuous hours beyond his shift shall be given a second such meal and a second thirty (30) minute intermission with pay in which to eat the meal.

An employee called in without two (2) hours' prior notice who works four (4) or more hours shall be given one (1) such meal and one (1) thirty (30) minute intermission with pay in which to eat the meal and a second meal and a second

thirty (30) minute intermission with pay in which to eat the meal if he continues to work ten (10) or more hours.

Section 10. An employee who is excused from work because of the death of a father, father-in-law, mother, mother-in-law, spouse, brother, brother-in-law, sister, sister-in-law, child, or grandchildren shall be paid the regular rate of pay for scheduled working hours, if any, excused during a maximum of three (3) regularly scheduled working days starting on the day of death or on the day following the death, and ending on the day of the funeral. An employee who is excused from work because of death of a grandparent, spouse's grandparent, son-in-law, or daughter-in-law shall be paid the regular rate for scheduled working hours, if any, excused on the day of the funeral.

Payment under the provisions of this Section is subject to the following conditions:

(a) The hours paid for but not worked shall not be used in computing any other payments.

(b) Notice of a death shall be given by the employee to his supervisor as soon as reasonably possible.

(c) No pay allowance shall be granted if the employee does not attend the funeral of the deceased.

ARTICLE VI
Overtime Pay

Section 1. The regular work week shall begin Sunday at 11:30 P.M. and end the following Sunday at 11:30 P.M., and the regular work day shall be a twenty-four (24) hour period beginning at 11:30 P.M. A normal work day will consist of eight (8) hours and a normal work week will consist of five (5) normal work days.

Section 2. One and one-half (1-1/2) times the employee's regular rate will be paid for:

(a) All hours worked in excess of eight (8) hours within any period of twenty-four (24) consecutive hours starting from the time the employee is scheduled to start work, or actually starts work at the request of supervision, whichever is earlier, or in excess of forty (40) hours in any one work week, whichever method of calculation yields the greater amount of pay.

(b) Work outside of regularly scheduled working hours when the employee is notified of such work after having left the Plant premises.

(c) All hours worked on Sunday.

(d) All hours worked on the sixth (6th) day worked within the regular work week.

(e) All hours worked on a scheduled day of rest.

Hours paid for under item (a) or (b) of this Section shall not be used in computing any other overtime hours.

Section 3. Two (2) times the employees' regular rate will be paid for all hours worked on the seventh (7th) consecutive day worked within the work week.

Section 4. For the purpose of determining the sixth or seventh day worked in any work week, an employee shall be considered to have performed a day's work:

(a) When the employee works a complete shift in a work day:

(b) On any day the employee works any time, or reports for assigned work and is sent home because of lack of work or other reason beyond his control, providing that if the employee in either of these cases absents himself for any part of his full schedule of work without justifiable cause as determined by Management, that day shall not be counted as a day worked, and further provided, when the employee is required to work immediately prior to or immediately following his regular shift and thereby works on his regularly scheduled day of rest, that day shall be counted as an additional day worked unless the employee continued to work four (4) or more hours on his regularly scheduled day of rest;

(c) On any of the holidays listed in Section 1 of Article VII which falls on a work day in the employee's scheduled days of work in that work week and the employee is required to take the day off solely because it is a holiday, provided however, that if the employee is schedled or requested by Management to work on such holiday and does not work, the holiday shall not

be counted as a day worked, and further provided that if the holiday falls on the employee's scheduled day of rest and the employee does not work the holiday, it shall not be counted as a day worked.

In no case shall an employee received credit for more than one (1) day worked in any regular work day.

Section 5. Holidays and the sixth and seventh day worked in the work week as referred to in Sections 2 (d), 3 and 4 of this Article shall correspond with the regular work day.

Section 6. Work schedules will forecast for the current year normal shift rotation and days of work for the various work groups. Such schedules will not be changed by the COMPANY without prior discussion with the UNION. Normal rotating shift work schedules are of eight (8) straight hours. All other employees shall have work schedules of eight and one-half (8-1/2) hours, with one-half (1/2) hour unpaid lunch period.

In addition to the foregoing schedules, a work schedule of twelve (12) straight hours may be made available to units of rotating shift employees where a preference for such shift has been expressed by two-thirds of the employees in the particular rotating shift unit(s). Such twelve (12) hour schedules will be provided only with the express understanding that there will be no additional cost to the COMPANY. Regular and premium pay provisions of this Agreement do not apply to twelve (12) hour shifts but will be covered in a separate twelve (12) hour shift procedure. A supplemental work schedule will forecast the manner in which rotating shift workers will be relieved while working on the day shift. Another may be made for continuous coverage of the 8:00 a.m. to 4:00 p.m. and 4:00 p.m. to 12:00 midnight shifts by alternating these shifts among the employees assigned. When two (2) or more days of rest are scheduled, such supplemental work schedules shall allow for at least two (2) consecutive days of rest following each series of consecutive days scheduled for work, except for single days of rest provided in relief of shift workers. These supplemental work schedules will be posted not later than Thursday preceding the work week involved.

An employee will follow the work schedule of the work group to which he is assigned and if specially scheduled to work on his day of rest as set forth in the master printed work schedules or in the supplemental work schedules he will not be requested by the COMPANY to take off compensating time.

An employee changed from one (1) work schedule to another to provide relief will be paid at one and one-half (1-1/2) times his regular rate for all hours worked on the first shift following such change unless he is notified at least twenty-four (24) hours in advance of the time he is to report on his revised schedule or unless he receives at least four (4) hours' overtime pay for working more than eight (8) hours in a twenty-four (24) hour period because of such change.

An employee may be changed from one work schedule to another due to transfer from one job or shift to another resulting in a change of indefinite duration without obligation to the COMPANY to pay overtime pay because of such change in hours of work.

Employees, at their request and if given permission by their supervision, may exchange shifts or posted days of rest, and such exchange shall not entitle such employees to overtime or premium pay under the provisions of this Agreement.

An employee assigned to work straight days may be specially scheduled to work on either of the night shifts provided he is paid at the rate of one and one-half (1-1/2) times his regular rate for all hours worked on the first night shift worked following such a change and for all hours worked on the night shift after the fourth night shift worked following such a change.

An employee assigned to work other than straight days may be specially scheduled to work on day shifts provided he is paid at the rate of one and one-half (1-1/2) times his regular rate for all hours worked on the first day shift worked following such a change and for all hours worked on the day shift after the fourth day shift worked following such a change.

An employee regularly assigned to work other than straight days, who is temporarily assigned to work straight days for training purposes for one (1) week or more and who works the scheduled hours of the training period, shall have

no reduction in pay during such training period and shall not receive overtime pay because of the change in hours of work.

Section 7. In requiring employees to change work scheduled to provide relief, the COMPANY will attempt, insofar as is practical, to assign such work to the employees having the least unit seniority in the unit involved.

Section 8. Any overtime payable for work as listed below shall not be offset by or used to offset any previously or later earned overtime pay, provided that where more than one (1) rate is applicable to the same hours of work the rates shall not be pyramided, but only the highest single rate applicable shall be paid.

(a) Hours worked on a holiday;

(b) Hours worked on a Sunday;

(c) Hours worked on scheduled day of rest;

(d) Hours worked on sixth or seventh day worked in a work week;

(e) Hours worked by an employee assigned to work straight days who is specially scheduled to work night shift; or

(f) Hours worked by an employee assigned to work other than straight days who is specially scheduled to work on day shifts.

Section 9. Overtime work outside of the employee's schedule shall be assigned in turn among the employees in each work group provided, (1) when the COMPANY believes it to be necessary or desirable, employees present on the plant at the time the overtime work is determined by Management may be assigned to such work; and (2) in no case shall any employee be given additional overtime opportunities until all employees in his group have been given an overtime opportunity. However, this shall not require the COMPANY to assign such work to an employee who is not qualified to perform the job.

Section 10. If work is available, an employee late for work shall be allowed to start work on the nearest one-tenth (1/10) of an hour after reporting. If it is necessary because of tardiness on the part of an employee, which is not reported by the employee to his supervisor within twenty (20) minutes after the scheduled start of the shift, to hold over another employee to cover the job, the employee held over shall have the preference of remaining on the job or going home, and if he chooses to remain on the job the tardy employee may be sent home without pay.

VII

ARTICLE VII
Holiday Pay

Section 1. An employee who works on any one of the holidays listed below shall be paid, subject to the further provisions of Section 3 of this Article, overtime pay at one and one-half (1-1/2) times his regular rate for hours worked in addition to a holiday allowance equivalent to his regularly scheduled working hours not to exceed two and one-half (2-1/2) times his regular rate for such holiday hours worked, whichever yields the greater pay.

New Year's Day
*Washington's Birthday
Good Friday
Memorial Day
**July Third
July Fourth
Labor Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Eve
Christmas Day

*A choice of either Washington's Birthday or Martin Luther King's Birthday will be offered provided the COMPANY and UNION have not agreed, prior to December 31 of the preceding year, that another day shall be designated as a holiday in lieu of either Washington's Birthday or Martin Luther King's Birthday.

**July Third shall be one of the recognized holidays except when July Fourth falls on Thursday in which case July Fifth shall be the holiday.

When any of the foregoing holidays, except Christmas Eve or July Third fall on Sunday, the following Monday will be observed as the holiday. When Christmas Eve or July Third

falls on Sunday, the following Tuesday will be observed as the holiday. When any of the foregoing holidays fall on Saturday, the preceding Friday shall be observed as the holiday for all employees who normally are scheduled to work Monday through Friday. Saturday shall be designated as the holiday for all other employees. When Christmas Day or July Fourth falls on Saturday, and is observed on Friday by employees normally scheduled to work Monday through Friday, the December Twenty-Fourth holiday or the July Third holiday shall be observed on the preceding Thursday.

Holiday hours shall correspond to the hours of the regular work day.

Employees will be informed at least one (1) week in advance if they are expected to work on a holiday.

Section 2. Pay for hours equivalent to regularly scheduled hours not to exceed eight (8), at the employee's regular rate, shall be paid to an employee for each of the holidays designated above on which he does not work, provided such employee:

(a) Does not work the holiday for the reason that:

(1) He is required by Management to take the day off from work solely because it is a holiday, or

(2) The holiday is observed on one of his scheduled days of rest (an employee on vacation, leave of absence, or absent from work for one (1) week or more due to a shutdown of equipment or facilities or conditions beyond Management's control shall not be considered as having "scheduled days of rest" during such periods of absence), and

(b) Works on his last scheduled working day prior to the holiday and on his next scheduled working day following the holiday, except when the employee has been excused from work by Management.

If an employee who is scheduled to work on the holiday fails to work, he will receive no pay for the holiday if his absence is not excused.

Section 3. If an employee works only part of his scheduled working hours on the holiday, and he is required by Management to take off the remaining part of his scheduled hours or is excused by Management because of personal illness, serious illness in his immediate family, or other unusual conditions, he shall be paid overtime pay at one and one-half (1-1/2) times his regular rate for the hours worked plus a holiday allowance equivalent to his regularly scheduled working hours not to exceed eight (8) at his regular rate. If the employee works only part of his scheduled working hours and is not required or excused by Management for the above reasons to take off the remaining part of his scheduled hours, the employee shall be paid overtime pay at two and one-half (2-1/2) times his regular rate for hours worked but no holiday allowance.

Section 4. Holiday hours paid for but not worked shall not be used in computing hours worked in excess of forty (40) in the work week.

VIII

IX

ARTICLE VIII
Hospital and Medical-Surgical Coverage

Section 1. The COMPANY will provide basic Hospital and Medical-Surgical coverage as set forth in the DuPont BeneFlex Medical Care Plan (EIN51-0014090, Plan #503).

Section 2. The COMPANY will also provide Hospital and Medical-Surgical coverage as set forth in Section 1 for a former full service employee who has been terminated for lack of work and his eligible dependents (spouse and children as defined by the plan) for a period not to extend beyond the earlier of (a) the last day of the twelfth (12th) calendar month following the month in which the employee was terminated on account of lack of work, (b) the last day of the calendar month in which the former employee dies, or (c) the last day of the calendar month in which the former employee refuses recall to the Plant.

ARTICLE IX
Industrial Relations Plans and Practices

Section 1. All existing privileges heretofore enjoyed by the employees in accordance with the following Industrial Relations Plans and Practices of the COMPANY shall continue, subject to the provisions of such Plans and to such rules, regulations, and interpretations as existed prior to the signing of this Agreement, and to such modifications thereof

as may be hereafter adopted generally by the COMPANY to govern such privileges; provided, however, that as long as any one of these COMPANY Plans and Privileges is in effect within the COMPANY, it shall not be withdrawn from the employees covered by this Agreement.

Non-Contributory Group Life Insurance Plan
Contributory Group Life Insurance Plan
Short-Term Disability Plan
Pension and Retirement Plan
Special Benefits Plan
Vacation Plan
Service Emblem Plan
Continuity of Service Rules
Payments to Employees on Jury Duty
Military Service Allowance
Savings and Investment Plan
Total and Permanent Disability Income Plan
Dental Assistance Plan*
Health Care Spending Account Plan
Dependent Care Spending Account Plan
Career Transition Financial Assistance Plan

*The Dental Assistance Plan, effective September 1, 1976, has a schedule of allowances applicable to employees covered by this Agreement which are subject to revision solely by the COMPANY and without reference to such a schedule in effect for any other employees, and any such revision of schedules shall not be construed as a reduction, termination or withdrawal of benefits.

Section 2. An employee's length of service for consideration of benefits under the COMPANY'S Industrial Relations Plans and Practices shall be his continuous service with the COMPANY, as calculated in accordance with the COMPANY'S Continuity of Service Rules.

ARTICLE X
Adjustment of Grievances

Section 1. Should a grievance arise between the COMPANY and the UNION or its members, there shall be no suspension of work of any kind by the UNION or the employees, nor shall there be a lockout by the COMPANY because of such grievance. This Section shall not apply to a dispute over wages after this Agreement is reopened for negotiations in connection with rates of pay pursuant to Section 2 of Article V.

An earnest effort should be made to settle all grievances in informal discussions with the aggrieved employee's immediate supervisor. If not resolved, continued efforts shall be made to settle such grievances in the following sequence:

FIRST, the grievance should be reduced to writing; signed by the aggrieved employee and his UNION representative and presented to the appropriate first line supervisor within five (5) working days after failure to resolve the grievance in informal discussions. If not settled in the first step within two (2) working days, then;

SECOND, the grievance shall be handled between the UNION Chief Steward, who may be accompanied by the aggrieved employee, and the Area Head directly involved. If not settled in the second step within three (3) working days, unless an extension of time is agreed to by both parties, then;

THIRD, the grievance shall be handled between the UNION Chief Steward, two (2) UNION Officers, who may be accompanied by the aggrieved employee, the Plant Manager, and/or his designated representatives. Normally Management will give its answer within five (5) working days.

Section 2. Any employee having a grievance shall be permitted to discuss his grievance during working hours with his UNION Steward and supervision in accordance with the grievance procedure after obtaining permission from his immediate supervision who will schedule a meeting for the purpose. A reasonable amount of time will be allowed the employee and UNION representatives involved during working hours without loss of pay for such meetings.

Section 3. The UNION will give Management as much notice as possible of its desire to discuss a formal grievance. Minutes of such discussion between the UNION representatives and members of Management may be kept by an individual participating in the discussion.

Section 4. The COMPANY agrees that after a grievance of an employee or employees has been brought up with the COMPANY by the UNION, the COMPANY will not settle or attempt to settle the grievance with the employee or

employees unless the UNION Steward is present.

Section 5. The COMPANY agrees to bypass the first two steps of the grievance procedure in grievances involving the discharge of an employee.

ARTICLE XI
Discipline and Discharge

Section 1. The COMPANY agrees that no employee will be discharged except for just cause.

Section 2. When an employee who has been discharged or suspended from work registers a complaint that he believes he has been unjustly dealt with such complaint shall be considered and dealt with in accordance with the provisions of Article X, "Adjustment of Grievances". Any such complaint must be submitted to the COMPANY in writing within five (5) calendar days of the date of the discharge or suspension to be subject to the terms of this Agreement.

Section 3. If, in the settlement of the dispute, it is found that an employee has been unjustly discharged or suspended, the COMPANY shall reinstate him and compensate him for time lost at his regular rate immediately prior to such dispute; provided, however, such period of payment shall not exceed one hundred and eighty (180) calendar days and will be offset by any reportable earnings for this period, commencing at the date of termination.

Section 4. In case of discharge of an employee, a UNION officer will be notified prior to the suspension or discharge becoming effective.

Section 5. No detrimental notation shall be made on the personnel record of an employee unless the employee and his UNION Chief Steward are notified that such a notation is to be made and an opportunity is given him to present any reason why such notation should not be made. The employee involved will be given a copy of the Corrective Review or the Probationary Review form prepared by supervision. After two (2) years from the date the employee involved had the detrimental notation made on his record, it will be removed from his record and all copies returned to the employee.

ARTICLE XII
Arbitration

Section 1. Any question as to the interpretation of this Agreement or as to any alleged violation of the terms of this Agreement, which is not otherwise settled to the mutual satisfaction of the parties hereto, shall at the request of either party be submitted to arbitration.

Section 2. The parties shall meet within five (5) calendar days after notice of desire to arbitrate is received, for the purpose of preparing a submission agreement setting forth the issue to be arbitrated and the place where the hearing shall be held (which shall be in Jefferson County, Kentucky). Both parties shall cooperate to bring about a prompt execution of the submission agreement.

Following execution of the submission agreement, the parties shall request a list of arbitrators from the American Arbitration Association. From this list each party shall mark selections and/or rejections. Upon selection, the arbitrator shall be furnished a copy of the submission agreement. The arbitrator shall then confer with the parties to determine a time and place for the hearing.

The decision of the arbitrator shall be final and binding upon both parties hereto. The fees and expenses of the arbitrator shall be borne equally by the UNION and the COMPANY.

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ARTICLE XIII
Miscellaneous Provisions

Section 1. Neither the UNION nor the COMPANY shall discriminate between employees because of race, color, sex, religion, or national origin.

Section 2. Supervisory employees shall not be assigned to work usually covered by employees except that they may perform such work in emergencies, when acting as instructors, when doing experimental work, or when performing their regular duties which may contain some elements similar to work normally performed by employees in the bargaining unit

Section 3. Men and women will be paid equally for identical work.

Section 4. "Engineering Duties" attached to this Agreement as Appendix A will be recognized as illustrative of the distinction between the duties of the various Engineering Groups doing maintenance work on the Plant. This Section shall not be subject to Article XII of this Agreement.

Section 5. New employees will be hired at a rate within the rate progression system for which they qualify on the basis of experience in the same or related work and qualifications for the job to which they are assigned.

Section 6. Practices governing lunch time and break privileges vary according to work schedule. Authorized practices in effect as of this date will be continued.

Section 7. The COMPANY will provide employees safety work shoes per calendar year in accord with the current subsidy. Employees, who obtain shoes under the provisions of this Section, are expected to wear them at work and if this safety measure is disregarded by an employee the concessions contained in this Section may be withdrawn from that individual.

Section 8. It is recognized that for the efficient operation of the Plant, it may be necessary in time of unusual operating conditions for employees in one operating unit to do work in another operating unit on a temporary basis.

Section 9. It is recognized that the interests of both parties will be served, in some instances, by permitting employees to be assigned to work outside their seniority units. Therefore, subject to agreement of COMPANY and UNION, employees will be assigned to work outside their seniority units when the workload requires additional manpower in other classifications. This provision shall not be used to fill a bona fide vacancy.

Section 10. An employee required under valid subpoena to appear in a court of competent jurisdiction as a witness shall be excused for the time his presence is required and paid his regular rate for the hours excused during his regular work schedule. No pay will be granted under this provision where the employee is appearing as a plaintiff or defendant. In cases where the COMPANY is a party to the legal action or financially involved in the outcome, the decision on whether or not to grant pay will be made on a case-by-case basis.

ARTICLE XIV
Suspension of Provisions of Agreement

Section 1. If during the life of this Agreement there shall be in existence any applicable rule, regulation or order issued by governmental authority, which shall be inconsistent with any provision of this Agreement, such provision shall be modified to the extent necessary to comply with such law, rule, regulation, or order.

ARTICLE XV
Life of Agreement

Section 1. This Agreement shall continue in full force and effect through March 21, 1996, and from year to year thereafter unless, at least sixty (60) days prior to any expiration date, either party notifies the other in writing of its desire to terminate this Agreement, in which event the Agreement shall terminate on such date of the contract term in which the notice is given.

Section 2. If either party desires to modify or change this Agreement at any expiration date it shall, at least sixty (60) days prior to such date, give notice in writing of the desire to modify or change. If notice to modify or change is given by either party, the Agreement shall be deemed to have been opened for bargaining on any or all provisions or on any new provisions. After the provisions of this Section 2 have been invoked, in the absence of termination pursuant to Section 1 of this Article, all the provisions of this Agreement shall continue in full force and effect for one (1) additional year unless and until modified in accordance with this Section.

IN WITNESS WHEREOF the COMPANY and the UNION have caused these presents to be executed by their duly authorized representatives on the 25th day of May, 1994.

E.I. DU PONT DE NEMOURS AND COMPANY	NEOPRENE CRAFTSMEN UNION
By J.A. Wilson, Works Manager	By C.J. Goodman

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Witness:
L.D. Jackson
H.D. Harrington, Jr.
L.E. Mlinac
T. Martin
C.E. Rowe
C.R. Lewis
D.L. Gassman
S.D. Clubb

APPENDIX A
Engineering Duties

The "Engineering Duties" as described herein are illustrative of the distinction between the duties of the employees in various Engineering classifications performing maintenance work on the Plant.

These definitions serve to describe the broad scope of work for each classification without intending to include all jobs a man might be requested to perform. Such definitions do not include the incidental and related work necessary to complete a given job. This incidental and related work may include skills and duties regularly performed by employees assigned to other classifications. Minor variations in job duties as established will continue. Individual questions regarding the assignments of work are a matter of mutual resolution between Management and the UNION.

Included in the scope of work in all classifications is the intent that all employees observe and practice all Plant and Group Safety and Housekeeping rules.

Boilermaker Classification

The scope of work performed by Boilermakers includes the fabrication and repairs to boilers, tanks and heat exchangers.

It is intended that Boilermakers fabricate a variety of plate and structural shapes. This includes steel structures, various metal flooring materials, metal ditch covers and mechanical equipment such as conveyors. Boilermakers will layout and fabricate from drawings, sketches, or field measurement various metal sections and may be assigned to field erection and installation. Repair to equipment in place in the field will be made by Boilermakers.

Where facilities are provided, rigging may be used in the performance of Boilermaker's work.

An employee assigned as a Boilermaker may be required to perform various duties of other classifications in order to perform that incidental and related work necessary to complete a job assignment.

Carpenter Classification

The scope of the work performed by Carpenters covers the maintenance of wooden structures and equipment. These employees maintain door, window, and cabinet hardware and all types of siding and sheet roofing.

Carpenters are trained in and carry out specific types of work which are:

1. Scaffold building including extensive scaffolding.
2. Rubber lining which includes various synthetic materials for the purpose of corrosion resistant membranes.
3. Mill work involving the shop fabrication of materials for field assembly or erection.
4. Ladder repair involving inspection and maintenance of all plant ladders and scaffold materials.
5. Replacement of window lights where glass is retained by metal or wooden stops.
6. Form work involving layout, fabrication and erection of forms for concrete moulding including fabrication and erection of reinforcing steel.

Where facilities are provided, Carpenters may perform necessary rigging work. An employee assigned as a Carpenter may be required to perform various duties of other classifications in order to perform that incidental and related work necessary to complete a job assignment.

Electrician Classification

The scope of work performed by Electricians covers the

maintenance of electrical equipment, lighting and power facilities. Electricians are trained in and carry out specific types of work which are:

1. Maintenance of outside power distribution facilities, street lighting and the fire alarm system. Normal activity involves maintenance of poles, overhead lines, transformers and switchgear outside consuming areas.
2. Bench work, primarily maintenance of electric motors, portable tools and portable lighting.
3. Testing of static ground wires.
4. Maintenance of electric lift trucks and power circuits of the diesel locomotive.
5. Where facilities are provided, use of rigging in performance of work.

An employee assigned as an Electrician may be required to perform various duties of other classifications in order to perform that incidental and related work necessary to complete a job assignment.

Garage Mechanic Classification

The scope of work performed by Garage Mechanics covers service and maintenance of all COMPANY trucks, passenger cars, and gasoline or diesel powered equipment.

Service activity includes refueling, lubrication, cooling systems, battery and tire inspections and replacement. Maintenance includes repairs to ignition, fuel systems, engine, transmissions, brakes, tires, and minor body adjustments. Where facilities are provided, rigging may be used in the performance of Garage Mechanic's work.

An employee assigned as a Garage Mechanic may be required to perform various duties of other classifications in order to perform that incidental and related work necessary to complete a job assignment.

Instrument Mechanic Classification

The scope of work performed by the Instrument Mechanics covers installation and maintenance of devices which automatically control, regulate, measure and record gas and liquid temperatures and pressures.

Instrument Mechanics are trained in and carry out specific types of work which are:

1. Maintenance of electrical circuits involving the function of various instruments.
2. Installation and maintenance of miscellaneous small size piping to the closest line connection as it relates to function and control of instruments.
3. Testing and recording explosivity meter readings for "hazardous work".
4. Maintenance of clocks and timers.
5. Where facilities are provided, use of rigging in performance of work. An employee assigned as an Instrument Mechanic may be required to perform various duties of other classifications in order to perform that incidental and related work necessary to complete a job assignment.

Lagger Classification

The scope of work performed by Laggers covers the installation and maintenance of various types of thermal insulation. Use of materials or adhesives when for the purpose of thermal insulation is the responsibility of the Laggers. Removal of insulation for repairs or replacement purposes is the responsibility of Laggers except when the work being performed by another classification creates the need for such removal. The permanent replacement of such insulation is the responsibility of the Laggers.

Where facilities are provided, rigging may be used in performance of Lagger's work.

An employee assigned as a Lagger may be required to perform various duties of other classifications in order to perform that incidental and related work necessary to complete a job assignment.

Machinist Classification

The scope of work performed by Machinists covers various machining and fabrication operations. These employees operate common machine tools in addition to performing bench work involving filing, reaming, and pouring and fitting bearings.

Machinists are trained in and carry out specific types of work which are:

1. Maintain all machinery common to own area.
2. Maintain all portable mechanical tools common to the tool room.
3. Perform field machining operations.
4. Where facilities are provided, use of rigging in performance of work.

An employee assigned as a Machinist may be required to perform various duties of other classifications in order to perform that incidental and related work necessary to complete a job assignment.

Maintenance Mechanic Classification

The scope of work performed by Maintenance Mechanics covers the installation and maintenance of machinery, piping, process equipment and physical structures.

Maintenance Mechanics are trained in and carry out specific types of work which are:

1. Normal maintenance of machinery and process equipment.
2. Removal, repair, fabrication and installation of any process or service piping.
3. Maintenance and replacement of handrails other than wooden.
4. Erection and maintenance of steel building structures including structural shapes, plate, and metal flooring.
5. Field erection, replacement, and retubing of heat exchange equipment.
6. Removal, installation, alignment, and repacking of pumps. Complete installation of new pump facilities. Maintenance of pumping components of Carrier

refrigeration systems, boiler feed pumps and air compressors.

7 Repair of steam traps.

8. Burning and heating.

9. Erection of safeway scaffolding.

10. Where facilities are provided, use of rigging in performance of work.

An employee assigned as a Maintenance Mechanic may be required to perform various duties of other classifications in order to perform that incidental and related work necessary to complete a job assignment.

Painter Classification

The scope of work performed by Painters covers the surface preparation, cleaning and application of all types of coating materials for either protective or decorative purposes.

Painters are trained in and carry out specific types of work which are:

1. Maintenance of window glasses, when retained by putty or caulking compound.
2. Glass cutting and grinding.
3. Sign and poster work.
4. Erection and operating of staging and boatswain chair.

An employee assigned as a Painter may be required to perform various duties of other classifications in order to perform that incidental and related work necessary to complete a job assignment.

Pipefitter Classification

The scope of work performed by Pipefitters covers the fabrication, installation, maintenance, removal and repair of any process or service piping systems. Pipefitters will generally perform the work on the larger more complex piping systems.

Pipefitters are trained in and carry out specific types of work which are:

1. Fabricate and install piping systems, but particularly extensive, complex or large systems.
2. Fabrication of pipe with integral van stone laps.
3. Maintenance and installation of all cast iron bell and spigot piping.
4. Maintenance of steam traps.

5 Maintenance and installation of sanitary plumbing.

6. Where facilities are provided, use of rigging in performance of work.

An employee assigned as a Pipefitter may be required to perform various duties of other classifications in order to perform that incidental and related work necessary to complete a job assignment.

Pump Mechanic Classification

The scope of work performed by Pump Mechanics covers routine maintenance of various types of pumps used on the Plant.

Pump Mechanics are trained in and carry out specific types of work which are:

1 Inspection and adjustments to pumps in the field.

2. General overhaul of various pumps which includes part replacement and clearance adjustments.
3. Routine pump replacement, including alignment of the pump and associated components.
4. Where facilities are provided, rigging may be used in the performance of Pump Mechanic's work.

An employee assigned as a Pump Mechanic may be required to perform various duties of other classifications in order to perform that incidental and related work necessary to complete a job assignment.

Rigger Classification

The scope of work performed by Riggers covers the movement of heavy equipment requiring the use of specialized equipment.

Riggers are trained in and carry out specific types of work which are:

1. Operation and use of powered hoisting devices.
2. Maintenance of load bearing cables.
3. Maintenance of guy wires.
4. Rigging of river pumps and motors.
5. Hot rivet drivings in erection of structural steel.

An employee assigned as a Rigger may be required to perform various duties of other classifications in order to perform that incidental and related work necessary to complete a job assignment.

Sheet Metal Mechanic Classification

The scope of work performed by Sheet Metal Mechanics covers the installation and maintenance of various light gauge metals.

Sheet Metal Mechanics are trained in and carry out specific types of work which are:

1. Maintenance of machinery guards, ventilation duct work, gutter downspouts and flashings.
2. Spot welding in connection with fabrication.
3. Fabrication of lead equipment or lead linings.
4. Lead burning.
5. Where facilities are provided, use of rigging in performance of work.

An employee assigned as a Sheet Metal Mechanic may be required to perform various duties of other classifications in order to perform that incidental and related work necessary to complete a job assignment.

Welder Classification

The definition of this classification requires Welders to perform all welding of various types of metal.

Welders are trained in and carry out specific types of work which are:

1. Hot welding of various plastic materials.
2. Torch heating operations for bending and forming work.
3. Layout and line-up own work and grinding of work.
4. Flame cut various metals.
5. Where facilities are provided, use of rigging in performance of work.

An employee assigned as a Welder may be required to perform various duties of other classifications in order to perform that incidental and related work necessary to complete a job assignment.

Shop Mechanic

The scope of work performed by the Shop Mechanic includes the work described for Boilermaker, Blacksmith, Machinist, Pipefitter, Welder, and Sheetmetal. An employee should be qualified in any or all of the foregoing and will perform work in these skills as may be required.

Process Mechanic

The scope of work performed by the Process Mechanic includes the work described for Maintenance Mechanic, Pump Mechanic, Rigger and Garage Mechanic. An employee should be qualified in any or all of the foregoing and will perform work in these skills as may be required.

Building Mechanic

The scope of work performed by the Building Mechanic includes the work described for Painter, Carpenter and Lagger. An employee should be qualified in all of the foregoing and will perform work in these skills as required.

Control Mechanic

The scope of work performed by the Control Mechanic includes the work described for Instrument Mechanics and Electricians. An employee should be qualified in most areas of both skills and will perform work in these skills as required.

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NOTES

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AGREEMENT

BETWEEN THE

DUPONT

E. I. DU PONT DE NEMOURS AND COMPANY

LOUISVILLE WORKS

AND THE

Workers Affiliated with the International Brotherhood of Dupont

N.C.U.

NEOPRENE CRAFTSMEN UNION

Louisville, Kentucky

Effective June 15, 1997

EXHIBIT

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AGREEMENT

BETWEEN THE

DU PONT

E. I. DU PONT DE NEMOURS AND COMPANY

LOUISVILLE WORKS

AND THE

Affiliated with the International Brotherhood of Dupont Workers.

OPERATIONS ENGINEERING

N.C.U.

NEOPRENE CRAFTSMEN UNION

Louisville, Kentucky

Effective June 13, 1997

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AGREEMENT

Effective the thirteenth day of June, 1997 E.I. DU PONT DE NEMOURS AND COMPANY, on behalf of its Louisville Works, hereinafter referred to as the COMPANY and NEOPRENE CRAFTSMEN UNION, Louisville, Kentucky, hereinafter referred to as the UNION, acting for and on behalf of itself and on behalf of the employees included within the bargaining unit hereinafter set forth, in consideration of the mutual covenants hereinafter contained agree as follows:

ARTICLE I
Definitions

Section 1. The unit of employees represented by the UNION shall be all employees of the COMPANY included within the unit appropriate for collective bargaining purposes established in an order of the National Labor Relations Board in Case No. 9-RC-1687 bearing date of December 23,1953; viz., all employees of the COMPANY at its Louisville Works, Louisville, Kentucky, including powerhouse and refrigeration plant employees, chief operators, shift leaders, fire department employees, cafeteria employees, and counter attendants, but excluding all office and clerical employees, chemical supervisors, technical engineers, assistant technical engineers, draftsmen, chemists, nurses and hospital technicians, general foremen, foremen, fire chief, guards, and all other supervisors and professional employees as defined in the National Labor Relations Act as amended.

Section 2. The term "Plant" as used herein, shall mean the Louisville Works, located in Jefferson County near Louisville, Kentucky.

Section 3. The, term "employee" or "employees", as used herein, shall mean any or all those employees of the COMPANY included in the unit appropriate for collective bargaining purposes as set forth in Section 1 of this Article.

Section 4. The term "straight-time rate", as used herein, shall mean the established job rate excluding shift differential and excluding all overtime pay.

Section 5. The term "regular rate", as used herein, shall mean the established job rate plus shift differential, if any, but excluding all overtime pay.

Section 6. The term "scheduled day of rest", as used herein, shall mean the scheduled day or days of rest for an employee in a work week as set forth in her/his current work schedule assignment.

Section 7. The term "emergency", as used herein, shall mean a fire, power failure, or other conditions beyond the control of management.

Section 8. The term "call in" as used herein shall mean a situation in which an employee is notified after having left the plant premises to report for work prior to her/his next scheduled shift.

ARTICLE II
Recognition

Section 1. The UNION is recognized as the exclusive bargaining agent for the employees for the purpose of collective bargaining with respect to rates of pay, wages, hours of work and other conditions of employment.

Section 2. There shall be no discrimination against, coercion of, interference with or restraint of any employee by the COMPANY, or by the UNION, or any

of their agents, because of membership or non-membership in the UNION, and the UNION agrees that there shall be no solicitation or other promotional activity on COMPANY time.

Section 3. This Agreement supersedes all previous agreements, understandings, practices, and interpretations which are incompatible or inconsistent with any provisions herein contained and this Agreement constitutes the entire Agreement between the parties hereto as of the execution date thereof. However, any amendment which may hereafter be mutually agreed upon between the parties, when executed in the same manner as this Agreement, shall become and be a part of this Agreement.

Section 4. The COMPANY agrees to recognize three (3) officers and two (2) Chief Stewards as designated by the UNION as an Executive Committee of the UNION to represent employees covered by this Agreement and the UNION shall furnish an official organization chart of Officers and Stewards to the COMPANY. When representatives are changed, the UNION shall furnish the names of the new representatives to the Plant Management in writing. The number of Stewards to be recognized by the COMPANY shall not exceed one (1) per first line supervisor. It is understood that the sole UNION function of the Steward is to handle grievances in accordance with the grievance procedure set out in Article X of this Agreement.

Section 5. UNION stewards, chief stewards and officers will work at their regular job assignments except for attendance at meetings as set forth in this agreement, or as otherwise excused by Management.

Section 6. The COMPANY agrees that authorized meetings between union representatives (union stewards, chief stewards, officers) and plant management will be permitted on COMPANY time and

COMPANY property. The regular rate of pay shall be paid to the union representatives when excused to attend such meetings.

Section 7. UNION officers and chief stewards excused to attend meetings off site necessitated by provisions included in Articles XII, XIII and XIIV shall not be paid.

Section 8. The COMPANY shall provide for the sole use of the UNION twelve (12) specified bulletin boards and three (3) newsletter boxes in the Plant. The UNION agrees it will not post or permit to be posted on such bulletin boards material other than official UNION business. The UNION also agrees that it will not utilize the newsletter boxes for other than official UNION business.

Section 9. Each month the COMPANY will furnish the UNION with a list of employees hired and terminated during the preceding month.

ARTICLE III
Payroll Deduction of Union Dues

Section 1. The COMPANY will deduct the regular dues prescribed by the UNION from the wages of an employee who authorizes the COMPANY to make such deductions on a form identical in wording to that appearing in Section 2 of this Article or who has authorized dues deductions in accordance with prior Agreements between the parties. Such dues authorizations shall be canceled and deductions stopped in accordance with the provisions of such dues authorization form or at the termination of this Agreement, provided, however, deductions as authorized by unrevoked authorizations may be continued beyond the termination date at the option of the COMPANY. All sums deducted in this manner and a list of employees

from whose earnings such deductions have been made shall be turned over by the COMPANY to the Treasurer of the UNION within. a reasonable period following the end of each calendar month.

Section 2.
"E. I. DU PONT DE NEMOURS AND COMPANY
Louisville, Kentucky

I hereby revoke any previous dues deduction authorization and hereby authorize you to deduct from my wages after forty (40) hours' pay has been earned in any calendar month and pay to the Treasurer of the Neoprene Craftsmen UNION $______ per month as dues beginning______________.This authorization shall be canceled and deductions stopped by the COMPANY if:

I am no longer employed within the bargaining unit represented by the UNION, or

The UNION is no longer the recognized bargaining agent, or

The UNION notifies the COMPANY in writing to cancel such deductions, or

I give the COMPANY written notice of cancellation of this authorization for deduction of dues within the ten (10) day period immediately preceding any anniversary date of this authorization or within the ten (10) day period immediately preceding any anniversary date of any collective bargaining agreement in effect between the UNION and the COMPANY.

NAME __________________________
PAYROLL NO.________DATE __________
WITNESS__________________________"

ARTICLE IV
Senority

Section 1. Seniority accrued prior to the effective date of this Agreement shall be that shown on the seniority rosters as of the effective date hereof. Seniority accrued following the effective date of this Agreement shall be an employee's total length of employment acquired since the first day of her/his last period of unbroken employment or since the effective date of this Agreement, whichever is later, within the bargaining unit, unless otherwise specified in this Article. Such seniority acquired since the effective date of this Agreement shall be calculated and adjusted in the following manner:

(a) The seniority of an employee shall be broken and automatically terminated in case of.
  (1) Discharge for just cause;
  (2) Voluntary quit;
  (3) Absence in excess of sixteen (16) days unless covered by leave of absence;
  (4) Failure to return to work following expiration of leave of absence;
  (5) Termination because of lack of work.

(b) No seniority credit will be given for the time between termination because of lack of work and re-employment. The Plant seniority an employee had at the time of termination because of lack of work shall be used in offering re-employment for a period of three (3) years after date of such termination. A former employee who has been terminated because of lack of work for less than three (3) years will be offered re-employment in accordance with her/his Plant seniority before new employees are hired, provided such former employee is basically qualified to do the work to be performed. A former employee who has been terminated because of lack of work and who is re-employed shall be credited with the seniority

s/he had prior to her/his termination; provided that an employee who has not completed her/his probation period shall begin a new one hundred and twenty (120) day probation period. A former employee who has been terminated because of lack of work will not be eligible for credit of prior seniority nor for other offers of re-employment under the provisions of this Section 1 (b) if s/he fails to notify the COMPANY of her/his intent to return to work within one (1) week after notice to return to work has been sent by registered letter to her/his last known address, or if s/he fails to report for work within two (2) weeks after notice has been sent by registered letter to her/his last known address.

(c) Service outside this bargaining unit in other parts of this Plant will be credited only if:
  (1) such credit was given under prior Agreements between the parties and is included in seniority shown on the seniority roster as of the effective date hereof, or
  (2) such credit is provided for by other provisions of this Article.

(d) Plant seniority shall be the employee's total creditable seniority within the bargaining unit. If two (2) or more employees have the same Plant seniority date, their names shall be listed in alphabetical order. The name change of an employee shall not affect such listing.

Section 2. An employee shall exercise Plant Seniority only in the Master Division and unit in which s/he is employed. For the purpose of this Article the four (4) Master Divisions and the units which comprise these Divisions are as follows:

Engineering Master Division
  Each Individual Engineering Unit
Operations Master Division
  "Freon" Operations
  Power and Refrigeration Operations

Auxiliary Master Division
Railroad Crew/Stores Attendants
Fireman Master Division

Section 3.

(a) An employee may transfer from one Master Division to another only under the provisions of Section 5 (c) pertaining to re-employment and return, or Section 5 (d) pertaining to job bidding, Section 3 (b), or Section 7 pertaining to reduction of force, of this Article except that the transfer of an employee with a disability may be negotiated between parties. On a case-by-case basis the parties may agree on the transfer of an employee from one seniority unit to another.

(b) An employee's "home" unit shall be that unit in which s/he was first employed. However, if thereafter s/he has been transferred to another unit because of disability or in accordance with Sections 5 (c), (d) or 5 (e) of this Article, then her/his "home" unit shall be the unit as indicated in these Sections 5 (c), (d) or (e).

Section 4. Seniority rosters shall be maintained by the COMPANY, kept in the Employment Office and shall be available to the UNION. Such rosters shall show each employee's relative position within their Master Division and unit.

Section 5. When job vacancies in a unit occur, they will be filled in the following order:

(a) By Promotions. Promotions shall be made within a given unit on the basis of Plant seniority provided the employees have approximately the same qualifications and are qualified to perform the job.

(b) By the voluntary return of eligible employees within the Master Division to their "home" units. Eligible employees are those who have been involuntarily displaced from their unit. Employees will be offered the vacancy and if they refuse this opportunity, their present unit will become their "home" unit. Employees who volunteer shall be returned to their "home" unit in Plant seniority order, the employee with the most seniority returning first

(c) By return of employees outside of Master Division to their "home" Master Division.

(d) By job bidding. Job bidding, subject to agreement by the parties on a case-by-case basis, may be limited to the employees of a Master Division, but if not so limited, shall be on a bargaining unit basis. A general announcement regarding vacancies will be posted at least two calendar weeks in advance of selection of successful bidders. Ability, skill, knowledge and training being approximately equal, the candidate having the most Plant Seniority within the bargaining unit shall be selected to fill such vacancy, provided s/he meets established requirements of the job vacancy. Successful candidates will be transferred to the bid job as soon as it is practical to do so. Each will be notified of her/his transfer date as much in advance as practical. This provision will not require the COMPANY to drop below a minimum level of experience and skill necessary to properly perform the work in any unit. An employee may job bid to any job with a higher straight-time rate. However, a new employee, or a successful job bidder, may not job bid to a job which does not have a higher straight-time rate for a period of three (3) years from the date they are declared a successful bidder. All of the above notwithstanding, subject to agreement of the parties on a case-by-case basis, an employee who has been transferred in accordance with her/his bid may be returned to her/his former Master Division.

(e) Re-employment shall be in accord with Section 1(b) of this article and in Plant Seniority order with the qualified former employee having the most such seniority returning first. They shall have indefinite return rights to their "home" Master Division and shall be offered one opportunity to return to that Division when a vacancy occurs; provided, they are still basically qualified for the vacant job. Eligible employees will be offered the vacant job and if refused, their present unit will become their home unit.

(f) By hiring of new employees (at management's discretion).

Section 6. When new jobs are established on the Plant, they will be filled in the following order:

(a) By job bidding as provided in Section 5(d) of this Article.

(b) By re-employment and hiring as provided in Sections 5 (e) and (f) of this Article.

Section 7. Plant Seniority shall be used to select employees for transfer in a reduction of force in a Master Division, provided employees to be retained in the Division must have collectively sufficient qualifications to perform all the jobs in the Master Division.

(a) Treatment of an employee affected by a reduction of force in her/his Master Division will be as follows:

(1) An employee will have the option of termination because of lack of work, or transfer to the job held by the employee with the least Plant Seniority. If s/he elects termination s/he shall have re-employment rights (Section 1 (b) of this Article).

(2) The provisions of the foregoing subparagraph (1) notwithstanding, an employee who had previously bid from another Master Division will be returned to her/his former Master Division, provided s/he has sufficient Plant seniority in her/his former Master Division to hold a job.

(3) Employees involved in a voluntary the accordance reduction of force will be treated in with Industrial Relations Plans and Practices, Article IX.

(b) In the event an employee in Wage Grade 9 or 10 is the employee with the least Plant seniority and s/he is displaced under the provisions of this Section, the job s/he vacates will be filled by job bidding.

Section 8. When a unit within a Master Division is overmanned and other units within the same Master Division are undermanned, employees will be transferred from the overmanned unit to undermanned units in the following order:

(a) Eligible employees in the overmanned unit shall have the opportunity to be returned to their "home" unit in Plant seniority order, the employee with the most seniority returning first. If the overmanned-undermanned situation remains, then

(b) Untrained employees in the overmanned units shall be transferred to the undermanned units. If the overmanned-undermanned situation remains, then

(c) Employees in the overmanned unit shall be allowed to volunteer for transfer to the undermanned units. Qualified employees with the most Plant seniority shall be selected for transfer.

(d) If there are insufficient volunteers, the qualified employees with the least Plant seniority shall be transferred to the undermanned units

Section 9. The UNION and the COMPANY recognize that the only true job security is the result of a successful business and satisfied customers. However, both parties also recognize that business conditions and the long-term success of the business may require reductions in staff.

Before the COMPANY decides to reduce staffing in accordance with its rights under this Agreement, the parties agree to jointly explore affirmative measures to avoid or minimize staff reductions, such as:

- performing bargaining unit-type work done by contractors which employees are capable of performing effectively,
- utilization of non-traditional work assignments,
- alternate work schedules, and
- other cost effective measures.

If Management determines it will reduce its work force, all affected full service employees (except those involved in the sale of a business, a joint venture, or an outsourcing situation) may apply for available job opportunities at other COMPANY locations. Furthermore, Louisville management will encourage the management at other COMPANY locations to give preference to employees terminated from this site for lack of work.

Nothing in this section shall limit the COMPANY'S right to terminate employees for lack of work in accordance with the terms of this Agreement nor shall it prevent the UNION from carrying out its traditional and contractual obligations to represent its members in matters of collective bargaining.

Section 10. The choice of preferred working schedules among employees assigned to a unit, in which a vacancy occurs on a job of the same or lower rate

classifications shall be made within the unit on the basis of plant seniority provided the employee is qualified to perform the job. This provision will not require the COMPANY to drop below a minimum level of experience and skill necessary to properly perform the work in any work group.

Section 11. A new employee shall be on probation during her/his first one hundred and twenty (120) days of employment. However, an employee on probation who successfully job bids to another job shall be on probation for at least ninety (90) days from the date s/he is determined to be a successful job bidder.

Section 12. An individual employed on the Plant in a supervisory position or one thereafter promoted to such position having had one (1) or more years seniority within the bargaining unit in a non-supervisory position who is transferred to a job within this bargaining unit, shall receive full seniority credit for time spent in such supervisory position which shall be added to her/his previously accrued seniority.. However, if an employee with less than one (1) year of seniority is hereafter promoted to a supervisory position and is later returned to a position covered by this Agreement, s/he shall commence work in her/his new job with only the seniority held at the time of her/his promotion.

Section 13. When emergency conditions occur which are beyond the control of Management, necessitating the abrupt curtailment of operations, a temporary reduction in force (not to exceed sixteen (16) days) may be made without obligation to make transfers between seniority units. In such instances of curtailment, reduction of force may be made without obligation to transfer between shifts for the first five (5) days. Selection of employees for temporary reduction in force shall be based on Plant seniority within the affected Master Division. Arrangement for the placement of employees during longer periods of temporary curtailment may be negotiated upon the request of either party.

Section 14. Selection of supervisory personnel shall be solely a function of Plant Management.

Section 15. An employee who incurs a non-occupational disability or an occupational disability in the service of the COMPANY shall receive all benefits to which s/he is eligible under the COMPANY'S Industrial Relations Plans.

Whenever in the opinion of the Plant Medical Division an employee temporarily is not able to perform her/his usual work s/he may be given such light limited work in the Plant as is available and which in the opinion of the Plant Medical Division s/he is able to perform. For such limited work, the employee shall be paid the regular rate for her/his usual work. The provisions of this Section shall not constitute a guarantee of employment and the COMPANY shall have the right to refuse or terminate the assignment of an employee to such light or limited work whenever the COMPANY believes such refusal or termination to be proper.

Section 16. The transfer of an employee into this bargaining unit shall only be made in accordance with the provisions of this Article.

Section 17. The UNION recognizes the desirability of giving employees an opportunity to gain promotions to jobs outside the bargaining unit and that the selection of such employees is solely a function of Plant Management. However, employees heretofore or hereafter transferred to other than a supervisory position outside the bargaining unit shall, for the purpose of seniority rights within the bargaining unit, be considered to have been terminated because of lack of work.

Section 18. UNION Officers, Chief Stewards, and Day Stewards not to exceed a total of eleven (11)

shall, for the purpose of choice of day shift only, head the seniority list in their respective units.

Section 19. The term "detail" shall mean the temporary assignment of an employee to a higher rated job. Details will be made on the basis of Plant seniority within the work group provided the employee is qualified to perform the job. If there are no employees within the work group qualified to perform the job, the detail will be made on the basis of Plant seniority within the unit.

ARTICLE V
Wages

Section 1. During the life of this Agreement, wages shall be paid semimonthly.

Section 2. The rates of pay shall be as per the attached rate sheet identified as Appendix B, and made a part hereof, except that the subject of such wages may be reopened for negotiations upon ten (10) days' written notice by either party to the other at any time during the life of this Agreement. In the event the COMPANY and the UNION are unable to agree as to rates of pay after reopening for negotiations for rates of pay under this Section, the provisions contained in the first sentence of Section 1, Article X shall not apply.

Section 3. A shift differential of thirty-seven (37) cents per hour will be paid employees for all work performed on the regularly scheduled afternoon shift (third shift). A shift differential of fifty-two (52) cents per hour will be paid employees for all work performed on the regularly scheduled midnight shift (first shift). These shift differentials shall not apply to work performed on straight day jobs or on the regularly scheduled day shift (second shift). An employee held over from one shift to another shall receive the shift differential, if any, applicable to the latter shift only after completing her/his regularly scheduled shift.

Section 4. The UNION will be supplied with a list of job titles for work performed on the Plant. It is intended that the basic structure of these titles will be adhered to as far as is practical. Changes in individual titles or new titles occasioned by changing conditions will be discussed with the UNION before they are established.

Section 5. Employees will be paid according to a Wage Rate Schedule Rate Schedule (Appendix B). The schedule of rates and minimum times will be provided to the UNION as of the effective date of this Agreement. Some of these jobs are in a pay progression system. The rules for the pay progression system shall be:

(a) An employee will progress from one (1) rate in the pay progression system to the next so long as her/his performance is satisfactory, but in any case advancements will be made only after established minimum time has been served at the lower rate.

(b) It is intended that an employee whose performance on the job is not satisfactory will be so informed not less than thirty (30) days before the time for her/his eligibility for increase. If at this time her/his performance is still not satisfactory to her/his supervision, her/his case will be discussed with her/him and the UNION, and if during a reasonable period of time thereafter s/he is still not qualified for progression, s/he may be subject to termination. The time lost by employees held up because of unsatisfactory performance will not be made up by shortening the time intervals in some later progression.

(c) Promotions will be made in accordance with Section 5 of Article IV, as openings are available. However, an employee in pay progression will not be paid the rate for the higher-rated job either permanently or on detail until s/he has advanced to the top rate in the

pay progression according to the rules outlined in parts (a) and (b) above. An employee who has not advanced to the top rate will be paid the next higher rate for that job.

Section 6. An employee who has reached the top pay rate of her/his job under the pay progression system and who is detailed to a job with a higher rate of pay shall receive the higher rate of pay for all hours worked.

An employee temporarily assigned to a job with a lower rate of pay for the COMPANY'S convenience on occasions such as labor shortages, breakdowns of equipment or incidental work of short duration shall receive her/his regular rate of pay.

An employee transferred to a job with a lower rate of pay because of lack of work in her/his then current occupation, or because of demotion, or at her/his own request shall receive the regular rate for the job to which s/he is transferred as of date of transfer.

Section 7. In the event an employee is not notified prior to reporting for work on her/his regularly scheduled shift or for work as requested by supervision, that s/he should not report, s/he will have the option of working the full shift, or four (4) hours' pay at her/his straight-time rate in lieu thereof. If s/he elects to accept the four (4) hours' pay, it shall not count as an overtime opportunity, but the day involved shall count in determining the sixth or seventh day worked in the workweek.

Normally an employee will be scheduled to work a full shift. When it is necessary to call in an employee to work without two (2) hours' prior notice, s/he will be paid for hours worked plus one (1) hour, or for three (3) hours at her/his overtime rate, whichever is greater.

Section 8. Hours paid for but not worked shall not be used in computing overtime hours under Section 2 (a) of Article VI.

Section 9. An employee required to work one and one-half (1-1/2) hours before or beyond and consecutive with her/his scheduled shift shall be given a meal valued at four dollars ($4.00) and shall be allowed a thirty (30) minute intermission with pay in which to eat the meal. An employee held over and working nine and one-half (9-1/2) or more continuous hours beyond her/his shift shall be given a second such meal and a second thirty (30) minute intermission with pay in which to eat the meal.

An employee called in without two (2) hours' prior notice who works four (4) or more hours shall be given one (1) such meal and one (1) thirty (30) minute intermission with pay in which to eat the meal and a second meal and a second thirty (30) minute intermission with pay in which to eat the meal if s/he continues to work ten (10) or more hours.

Section 10. An employee who is excused from work because of the death of a father, father-in-law, mother, mother-in-law, spouse, brother, brother-in-law, sister, sister-in-law, child, grandparent or grandchildren shall be paid the regular rate of pay for scheduled working hours, if any, excused during a maximum of three (3) regularly scheduled working days starting on the day of death or on the day following the death, and ending on the day after the funeral. An employee who is excused from work because of death of a spouse's grandparent, son-in-law, or daughter-in-law shall be paid the regular rate for scheduled working hours, if any, excused on the day of the funeral.

Payment under the provisions of this Section is subject to the following conditions:

(a) The hours paid for but not worked shall not be used in computing any other payments.

(b) Notice of a death shall be given by the employee to her/his supervision as soon as reasonably possible.

(c) No pay allowance shall be granted if the employee does not attend the funeral of the deceased.

ARTICLE VI
Overtime Pay

Section 1. The regular work week shall begin Sunday at 11:30 P.M. and end the following Sunday at 11:30 P.M., and the regular work day shall be a twenty-four (24) hour period beginning at 11:30 P.M. A normal work day will consist of eight (8) hours and a normal work week will consist of five (5) normal work days.

Section 2. One and one-half (1-1/2) times the employee's regular rate will be paid for:

(a) All hours worked in excess of eight (8) hours within any period of twenty-four (24) consecutive hours starting from the time the employee is scheduled to start work, or actually starts work at the request of supervision, whichever is earlier, or in excess of forty (40) hours in any one work week, whichever method of calculation yields the greater amount of pay.

(b) Work outside of regularly scheduled working hours when the employee is notified of such work after having left the Plant premises.

(c) All hours worked on Sunday.

(d) All hours worked on the sixth (6th) day worked within the regular work week.

(e) All hours worked on a scheduled day of rest.

Hours paid for under item (a) or (b) of this Section shall not be used in computing any other overtime hours.

Section 3. Two (2) times the employee's regular rate will be paid for all hours worked on the seventh (7th) consecutive day worked within the work week.

Section 4. For the purpose of determining the sixth or seventh day worked in any work week, an employee shall be considered to have performed a day's work:

(a) When the employee works a complete shift in a work day;

(b) On any day the employee works any time, or reports for assigned work and is sent home because of lack of work or other reason beyond her/his control, providing that if the employee in either of these cases absents herself/himself for any part of her/his full schedule of work without justifiable cause as determined by Management, that day shall not be counted as a day worked, and further provided, when the employee is required to work immediately prior to or immediately following her/his regular shift and thereby works on her/his regularly scheduled day of rest, that day shall not be counted as an additional day worked unless the employee continued to work four (4) or more hours on her/his regularly scheduled day of rest;

(c) On any of the holidays listed in Section 1 of Article VII which falls on a work day in the employee's scheduled days of work in that work week and the employee is required to take the day off solely because it is a holiday, provided however, that if the employee is scheduled or requested by Management to work on such holiday and does not work, the holiday shall not be counted as a day worked, and further provided that if the holiday falls on the employee's scheduled day of rest and the employee does not work the holiday, it shall not be counted as a day worked.

In no case shall an employee receive credit for more than one (1) day worked in any regular work day.

Section 5. Holidays and the sixth and seventh day worked in the work week as referred to in Sections 2 (d), 3 and 4 of this Article shall correspond with the regular work day.

Section 6. Work schedules will forecast for the current year normal shift rotation and days of work for the various work groups. Such schedules will not be changed by the COMPANY without prior discussion with the UNION. Normal rotating shift work schedules are of eight (8) straight hours. All other employees shall have work schedules of eight and one-half (8-1/2) hours, with one-half (1/2) hour unpaid lunch period.

In addition to the foregoing schedules, a work schedule of twelve (12) straight hours may be made available to units of rotating shift employees where a preference for such shift has been expressed by two-thirds of the employees in the particular rotating shift unit(s). Such twelve (12) hour schedules will be provided only with the express understanding that there will be no-additional cost to the COMPANY. Regular and premium pay provisions of this Agreement do not apply to twelve (12) hour shifts but will be covered in a separate twelve (12) hour shift procedure.

A supplemental work schedule will forecast the manner in which rotating shift workers will be relieved while working on the day shift. Another may be made for continuous coverage of the 8:00 a.m. to 4:00 p.m. and 4:00 p.m. to 12:00 midnight shifts by alternating these shifts among the employees assigned. When two (2) or more days of rest are scheduled, such supplemental work schedules shall allow for at least two (2) consecutive days of rest following each series of consecutive days scheduled for work, except for single days of rest provided in relief of shift workers. These supplemental work schedules will be posted not later than Thursday preceding the work week involved.

An employee will follow the normal schedule of the work group to which s/he is assigned. Circumstances may arise unexpectedly such that an employee requests to be excused for a portion of a regularly scheduled shift. With approval in advance by supervision, the employee may be paid for the time excused.

If specially scheduled to work on her/his day of rest as set forth in the master printed work schedules or in the supplemental work schedules, s/he will not be requested by the COMPANY to take off compensating time.

An employee changed from one (1) work schedule to another to provide relief will be paid at one and one-half (1- 1/2) times her/his regular rate for all hours worked on the first shift following such change unless s/he is notified at least twenty-four (24) hours in advance of the time s/he is to report on her/his revised schedule or unless s/he receives at least four (4) hours' overtime pay for working more than eight (8) hours in a twenty-four (24) hour period because of such change.

An employee may be changed from one work schedule to another due to transfer from one job or shift to another resulting in a change of indefinite duration without obligation to the COMPANY to pay overtime pay because of such change in hours of work.

Employees, at their request and if given permission by their supervision, may exchange shifts or posted days of rest, and such exchange shall not entitle such employees to overtime or premium pay under the provisions of this Agreement.

Where an employee, for personal reasons, requests to temporarily change his/her schedule to another established work schedule, supervision will make a reasonable effort to accommodate such a request provided that the accommodation does not negatively impact the ability of any work group to meet business needs. Such accommodation shall not entitle the employee to premium pay or shift differential.

A current listing of all established work schedules is available in the Human Resources office.

An employee assigned to work straight days may be specially scheduled to work on either of the night shifts provided s/he is paid at the rate of one and one-half

(1-1/2) times her/his regular rate for all hours worked on the first night shift worked following such a change and for all hours worked on the night shift after the fourth night shift worked following such a change.

An employee assigned to work other than straight days may be specially scheduled to work on day shifts provided s/he is paid at the rate of one and one-half (1-1/2) times her/his regular rate for all hours worked on the first day shift worked following such a change and for all hours worked on the day shift after the fourth day shift worked following such a change.

An employee regularly assigned to work other than straight days, who is temporarily assigned to work straight days for training purposes for one (1) week or more and who works the scheduled hours of the training period, shall have no reduction in pay during such training period and shall not receive overtime pay because of the change in hours of work.

Section 7. In requiring employees to change work schedules to provide relief, the COMPANY will attempt, insofar as is practical, to assign such work to the employees having the least unit seniority in the unit involved.

Section 8. Any overtime payable for work as listed below shall not be offset by or used to offset any previously or later earned overtime pay, provided that where more than one (1) rate is applicable to the same hours of work the rates shall not be pyramided, but only the highest single rate applicable shall be paid.

(a) Hours worked on a holiday;
(b) Hours worked on a Sunday;
(c) Hours worked on scheduled day of rest;
(d) Hours worked on sixth or seventh day worked in a work week;
(e) Hours worked by an employee assigned to work straight days who is specially scheduled to work night shift; or

(f) Hours worked by an employee assigned to work other than straight days who is specially scheduled to work on day shifts.

Section 9. Overtime work outside of the employee's schedule shall be assigned in turn among the employees in each work group provided, (1) when the COMPANY believes it to be necessary or desirable, employees present on the plant at the time the overtime work is determined by Management may be assigned to such work; and (2) in no case shall any employee be given additional overtime opportunities until all employees in her/his group have been given an overtime opportunity. However, this shall not require the COMPANY to assign such work to an employee who is not qualified to perform the job.

Section 10. If work is available, an employee late for work shall be allowed to start work on the nearest one-tenth (1/10) of an hour after reporting. If it is necessary because of tardiness on the part of an employee, which is not reported by the employee to her/his supervisor within twenty (20) minutes after the scheduled start of the shift, to hold over another employee to cover the job, the employee held over shall have the preference of remaining on the job or going home, and if s/he chooses to remain on the job, the tardy employee may be sent home without pay.

ARTICLE VII
Holiday Pay

Section 1. An employee who works on any one of the holidays listed below shall be paid, subject to the further provisions of Section 3 of this Article, overtime pay at one and one-half (1-1/2) times her/his regular rate for hours worked in addition to a holiday allowance equivalent to her/his regularly scheduled working hours not to exceed two and one-half (2-1/2) times her/his

regular rate for such holiday hours worked, whichever yields the greater pay.

New Year's Day
* Washington's Birthday
Good Friday
Memorial Day
** July Third
July Fourth
Labor Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Eve
Christmas Day

* A choice of either Washington's Birthday or Martin Luther King's Birthday will be offered provided the COMPANY and UNION have not agreed, prior to December 31 of the preceding year, that another day shall be designated as a holiday in lieu of either Washington's Birthday or Martin Luther King's Birthday.

** July Third shall be one of the recognized holidays except when July Fourth falls on Thursday in which case July Fifth shall be the holiday.

When any of the foregoing holidays, except Christmas Eve or July Third fall on Sunday, the following Monday will be observed as the holiday. When Christmas Eve or July Third falls on Sunday, the following Tuesday will be observed as the holiday. When any of the foregoing holidays fall on Saturday, the preceding Friday shall be observed as the holiday for all employees who normally are scheduled to work Monday through Friday. Saturday shall be designated as the holiday for all other employees. When Christmas Day or July Fourth falls on Saturday, and is observed on Friday by employees normally scheduled to work Monday through Friday, the December twenty-fourth holiday or the July Third holiday shall be observed on the preceding Thursday.

Holiday hours shall correspond to the hours of the regular work day.

Employees will be informed at least one (1) week in advance if they are expected to work on a holiday.

Section 2. Pay for hours equivalent to regularly scheduled hours not to exceed eight (8), at the employee's regular rate, shall be paid to an employee for each of the holidays designated above on which s/he does not work, provided such employee:

(a) Does not work the holiday for the reason that:
   (1) S/he is required by Management to take the day off from work solely because it is a holiday, or
   (2) The holiday is observed on. one of her/his scheduled days of rest (an employee on vacation, leave of absence, or absent from work for one (1) week or more due to a shutdown of equipment or facilities or conditions beyond Management's control shall not be considered as having "scheduled days of rest" during such periods of absence), and

(b) Works on her/his last scheduled working day prior to the holiday and on her/his next scheduled working day following the holiday, except when the employee has been excused from work by Management.

If an employee who is scheduled to work on the holiday fails to work, s/he will receive no pay for the holiday if her/his absence is not excused.

Section 3. If an employee works only part of her/his scheduled working hours on the holiday, and s/he is required by Management to take off the remaining part of her/his scheduled hours or is excused by Management

because of personal illness, serious illness in her/his immediate family, or other unusual conditions, s/he shall be paid overtime pay at one and one-half (1-1/2) times her/his regular rate for the hours worked plus a holiday allowance equivalent to her/his regularly scheduled working hours not to exceed eight (8) at her/his regular rate. If the employee works only part of her/his scheduled working hours and is not required or excused by Management for the above reasons to take off the remaining part of her/his scheduled hours, the employee shall be paid overtime pay at two and one-half (2-1/2) times her/his regular rate for hours worked but no holiday allowance.

Section 4. Holiday hours paid for but not worked shall not be used in computing hours worked in excess of forty (40) in the work week.

ARTICLE VIII
Hospital and Medical-Surgical Coverage

Section 1. The COMPANY will provide basic Hospital and Medical Surgical coverage as set forth in the DuPont BeneFlex Medical Care Plan (EIN51-0014090, Plan #503).

Section 2. The COMPANY will also provide Hospital and Medical-Surgical coverage as set forth in Section 1 for a former full service employee who has been terminated for lack of work and her/his eligible dependents (spouse and children as defined by the plan) for a period not to extend beyond the earlier of (a) the last day of the twelfth (12th) calendar month following the month in which the employee was terminated on account of lack of work, (b) the last day of the calendar month in which the former employee dies, or (c) the last day of the calendar month in which the former employee refuses recall to the Plant.

ARTICLE IX
Industrial Relations Plans and Practices

Section 1. All existing privileges heretofore enjoyed by the employees in accordance with the following Industrial Relations Plans and Practices of the COMPANY shall continue, subject to the provisions of such Plans and to such rules, regulations, and interpretations as existed prior to the signing of this Agreement, and to such modifications thereof as may be hereafter adopted generally by the COMPANY to govern such privileges; provided, however, that as long as any one of these COMPANY Plans and Practices is in effect within the COMPANY, it shall not be withdrawn from the employees covered by this Agreement.

- Non-Contributory Group Life Insurance Plan
- Contributory Group Life Insurance Plan
- Short-Term Disability Plan
- Pension and Retirement Plan
- Special Benefits Plan
- Vacation Plan
- Service Emblem Plan
- Continuity of Service Rules
- Payments to Employees on Jury Duty
- Military Service Allowance
- Savings and Investment Plan
- Total and Permanent Disability Income Plan
- Dental Assistance Plan*
- Health Care Spending Account Plan
- Dependent Care Spending Account Plan
- Career Transition Financial Assistance Plan

*The Dental Assistance Plan, effective September 1, 1976, has a schedule of allowances applicable to employees covered by this Agreement which are subject to revision solely by the COMPANY and without reference to such a schedule in effect for any other

employees, and any such revision of schedules shall not be construed as a reduction, termination or withdrawal of benefits.

Section 2. An employee's length of service for consideration of benefits under the COMPANY'S Industrial Relations Plans and Practices shall be her/his continuous service with the COMPANY, as calculated in accordance with the COMPANY'S Continuity of Service Rules.

ARTICLE X
Adjustments of Grievances

Section 1. Should a grievance arise between the COMPANY and the UNION or its members, there shall be no suspension of work of any kind by the UNION or the employees, nor shall there be a lockout by the COMPANY because of such grievance. This Section shall not apply to a dispute over wages after this Agreement is reopened for negotiations in connection with rates of pay pursuant to Section 2 of Article V.

An earnest effort should be made to settle all grievances in informal discussions-with the aggrieved employee's immediate supervisor. If not resolved, continued efforts shall be made to settle such grievances in the following sequence:

FIRST, the grievance should be reduced to writing, signed by the aggrieved employee and her/his UNION representative and presented to the appropriate first line supervisor within five (5) working days after failure to resolve the grievance in informal discussions. If not settled in the first step within two (2) working days, then;

SECOND, the grievance shall be handled between the UNION Chief Steward, who may be accompanied by the aggrieved employee, and the Area Head directly involved. If not settled in the second step within three (3) working days, unless an extension of time is agreed to by both parties, then;

THIRD, the grievance shall be handled between the UNION Chief Steward, two (2) UNION Officers, who may be accompanied by the aggrieved employee, the Plant Manager, and/or her/his designated representatives. Normally Management will give its answer within five (5) working days.

Section 2. Any employee having a grievance shall be permitted to discuss her/his grievance during working hours with her/his UNION Steward and supervision in accordance with the grievance procedure after obtaining permission from her/his immediate supervision who will schedule a meeting for the purpose. A reasonable amount of time will be allowed the employee and UNION representatives involved during working hours without loss of pay for such meetings.

Section 3. The UNION will give Management as much notice as possible of its desire to discuss a formal grievance. Minutes of such discussion between the UNION representatives and members of Management may be kept by an individual participating in the discussion.

Section 4. The COMPANY agrees that after a grievance of an employee or employees has been brought up with the COMPANY by the UNION, the COMPANY will not settle or attempt to settle the grievance with the employee or employees unless the UNION Steward is present.

Section 5. The COMPANY agrees to bypass the first two steps of the grievance procedure in grievances involving the discharge of an employee.

ARTICLE XI
Discipline and Discharge

Section 1. The COMPANY agrees that no employee will be discharged except for just cause.

Section 2. When an employee who has been discharged or suspended from work registers a complaint that s/he believes s/he has been unjustly dealt with such complaint shall be considered and dealt with in accordance with the provisions of Article X, "Adjustment of Grievances". Any such complaint must be submitted to the COMPANY in writing within five (5) calendar days of the date of the discharge or suspension to be subject to the terms of this Agreement.

Section 3. If, in the settlement of the dispute, it is found that an employee has been unjustly discharged or suspended, the COMPANY shall reinstate her/him and compensate her/him for time lost at her/his regular rate immediately prior to such dispute; provided, however, such period of payment shall not exceed two hundred and seventy (270) calendar days and will be offset by any reportable earnings for this period, commencing at the date of termination.

Section 4. In case of discharge of an employee, a UNION officer will be notified prior to the suspension or discharge becoming effective.

Section 5. No detrimental notation shall be made on the personnel record of an employee unless the employee and her/his UNION Chief Steward are notified that such a notation is to be made and an opportunity is given her/him to present any reason why such notation should not be made. The employee involved will be given a copy of the Corrective Review or the Probationary Review form prepared by supervision. After two (2) years from the date the employee involved had the detrimental notation made on her/his record, it will be removed from her/his record and all copies returned to the employee.

ARTICLE XII
Arbitration

Section 1. Any question as to the interpretation of this Agreement or as to any alleged violation of the terms of this Agreement, which is not otherwise settled to the mutual satisfaction of the parties hereto, shall at the request of either party be submitted to arbitration.

Section 2. The parties shall meet within five (5) calendar days after notice of desire to arbitrate is received, for the purpose of preparing a submission agreement setting forth the issue to be arbitrated and the place where the hearing shall be held (which shall be in Jefferson County, Kentucky). Both parties shall cooperate to bring about a prompt execution of the submission agreement. In cases involving discharge, the parties shall execute the submission agreement within ten (10) working days after notice of desire to arbitrate is received.

Following execution of the submission agreement, the parties shall request a list of arbitrators from the American Arbitration Association. From this list each party shall mark selections and/or rejections. Upon selection, the arbitrator shall be furnished a copy of the submission agreement. The arbitrator shall then confer with the parties to determine a time and place for the hearing.

The decision of the arbitrator shall be final and binding upon both parties hereto. The fees and expenses of the arbitrator shall be borne equally by the UNION and the COMPANY.

Article XIII
Miscellaneous Provisions

Section 1. Neither the UNION nor the COMPANY shall discriminate between employees because of race, color, sex, religion, or national origin.

Section 2. Supervisory employees shall not be assigned to work usually covered by employees except that they may perform such work in emergencies, when acting as instructors, when doing experimental work, or when performing their regular duties which may contain some elements similar to work normally performed by employees in the bargaining unit.

Section 3. Men and women will be paid equally for identical work.

Section 4. "Engineering Duties" attached to this Agreement as Appendix A will be recognized as illustrative of the distinction between the duties of the various Engineering Groups doing maintenance work on the Plant. This Section shall not be subject to Article XII of this Agreement.

Section 5. New employees will be hired at a rate within the rate progression system for which they qualify on the basis of experience in the same or related work and qualifications for the job to which they are assigned.

Section 6. Practices governing lunch time and break privileges vary according to work schedule. Authorized practices in effect as of this date will be continued.

Section 7. The COMPANY will provide employees safety work shoes per calendar year in accord with the current subsidy. Employees, who obtain shoes under the provisions of this Section, are expected to wear them at work and if this safety measure is disregarded by an employee the concessions contained in this Section may be withdrawn from that individual.

Section 8. It is recognized that for the efficient operation of the Plant, it may be necessary in time of unusual operating conditions for employees in one operating unit to do work in another operating unit on a temporary basis.

Section 9. It is recognized that the interests of both parties will be served, in some instances, by permitting employees to be assigned to work outside their seniority units. Therefore, subject to agreement of COMPANY and UNION, employees will be assigned to work outside their seniority units when the workload requires additional manpower in other classifications. This provision shall not be used to fill a bona fide vacancy.

Section 10. An employee required under valid subpoena to appear in a court of competent jurisdiction as a witness shall be excused for the time her/his presence is required and paid her/his regular rate for the hours excused during her/his regular work schedule. No pay will be granted under this provision where the employee is appearing as a plaintiff or defendant. In cases where the COMPANY is a party to the legal action or financially involved in the outcome, the decision on whether or not to grant pay will be made on a case-by-case basis.

ARTICLE XIV
Suspension of Provisions of Agreement

Section 1. If during the life of this Agreement there shall be in existence any applicable rule, regulation or order issued by governmental authority, which shall be inconsistent with any provision of this Agreement, such

provision shall be modified to the extent necessary to comply with such law, rule, regulation, or order.

ARTICLE XV
Life of Agreement

Section 1. This Agreement shall continue in full force and effect through March 21, 1999, and from year to year thereafter unless, at least sixty (60) days prior to any expiration date, either party notifies the other in writing of its desire to terminate this Agreement, in which event the Agreement shall terminate on such date of the contract term in which the notice is given.

Section 2. If either party desires to modify or change this Agreement at any expiration date it shall, at least sixty (60) days prior to such date, give notice in writing of the desire to modify or change. If notice to modify or change is given by either party, the Agreement shall be deemed to have been opened for bargaining on any or all provisions or on any new provisions. After the provisions of this Section 2 have been invoked, in the absence of termination pursuant to Section 1 of this Article, all the provisions of this Agreement shall continue in full force and effect for one (1) additional year unless and until modified in accordance with this Section.

IN WITNESS WHEREOF the COMPANY and the UNION have caused these presents to be executed by their duly authorized representatives on the thirteenth day of June, 1997.

E. I. DU PONT DE NEMOURS AND COMPANY
By: R. Banerjee, Plant Manager
NEOPRENE CRAFTSMEN UNION
By: C.J. Goodman

Witness:

R. Paproth	C.R. Lewis
T. Martin	S.D. Clubb
M.C. Skopowski	H. Frasher
C.E. Rowe	

APPENDIX A
Engineering Duties

The "Engineering Duties" as described herein are illustrative of the distinction between the duties of the employees in various Engineering classifications performing maintenance work on the Plant.

These definitions serve to describe the broad scope of work for each classification without intending to include all jobs an employee might be requested to perform. Such definitions do not include the incidental and related work necessary to complete a given job. This incidental and related work may include skills and duties regularly performed by employees assigned to other classifications. Minor variations in job duties as established will continue. Individual questions regarding the assignments of work are a matter of mutual resolution between Management and the UNION.

Included in the scope of work in all classifications is the intent that all employees observe and practice all Plant and Group Safety and Housekeeping rules.

Boilermaker Classification

The scope of work performed by Boilermakers includes the fabrication and repairs to boilers, tanks and heat exchangers.

It is intended that Boilermakers fabricate a variety of plate and structural shapes. This includes steel structures, various metal flooring materials, metal ditch covers and mechanical equipment such as conveyors. Boilermakers will layout and fabricate from drawings, sketches, or field measurement various metal sections and may be assigned to field erection and installation. Repair to equipment in place in the field will be made by Boilermakers.

Where facilities are provided, rigging may be used in the performance of Boilermaker's work.

An employee assigned as a Boilermaker may be required to perform various duties of other classifications in order to perform that incidental and related work necessary to complete a job assignment.

Carpenter Classification

The scope of the work performed by Carpenters covers the maintenance of wooden structures and equipment. These employees maintain door, window, and cabinet hardware and all types of siding and sheet roofing.

Carpenters are trained in and carry out specific types of work which are:

1. Scaffold building including extensive scaffolding.
2. Rubber lining which includes various synthetic materials for the purpose of corrosion resistant membranes.
3. Mill work involving the shop fabrication of materials for field assembly or erection.
4. Ladder repair involving inspection and maintenance of all plant ladders and scaffold materials.
5. Replacement of window lights where glass is retained by metal or wooden stops.
6. Form work involving layout, fabrication and erection of forms for concrete molding including fabrication and erection of reinforcing steel.

Where facilities are provided, Carpenters may perform necessary rigging work. An employee assigned as a Carpenter may be required to perform various duties of other classifications in order to perform that incidental and related work necessary to complete a job assignment.

Electrician Classification

The scope of work performed by Electricians covers the maintenance of electrical equipment, lighting and power facilities. Electricians are trained in and carry out specific types of work which are:

1. Maintenance of outside power distribution facilities, street lighting and the fire alarm system. Normal activity involves maintenance of poles, overhead lines, transformers and switchgear outside consuming areas.
2. Bench work, primarily maintenance of electric motors, portable tools and portable lighting.
3. Testing of static ground wires.
4. Maintenance of electric lift trucks and power circuits of the diesel locomotive.
5. Where facilities are provided, use of rigging in performance of work.

An employee assigned as an Electrician may be required to perform various duties of other classifications in order to perform that incidental and related work necessary to complete a job assignment.

Garage Mechanic Classification

The scope of work performed by Garage Mechanics covers service and maintenance of all COMPANY trucks, passenger cars, and gasoline or diesel powered equipment.

Service activity includes refueling, lubrication, cooling systems, battery and tire inspections and replacement. Maintenance includes repairs to ignition, fuel systems, engine, transmissions, brakes, tires, and

minor body adjustments. Where facilities are provided, rigging may be used in the performance of Garage Mechanics' work.

An employee assigned as a Garage Mechanic may be required to perform various duties of other classifications in order to perform that incidental and related work necessary to complete a job assignment.

Instrument Mechanic Classification

The scope of work performed by the Instrument Mechanics covers installation and maintenance of devices which automatically control, regulate, measure and record gas and liquid temperatures and pressures.

Instrument Mechanics are trained in and carry out specific types of work which are:

1. Maintenance of electrical circuits involving the function of various instruments.
2. Installation and maintenance of miscellaneous small size piping to the closest line connection as it relates to function and control of instruments.
3. Testing and recording explosivity meter readings for "hazardous work".
4. Maintenance of clocks and timers.
5. Where facilities are provided, use of rigging in performance of work. An employee assigned as an Instrument Mechanic may be required to perform various duties of other classifications in order to perform that incidental and related work necessary to complete a job assignment.

Lagger Classification

The scope of work performed by Laggers covers the installation and maintenance of various types of thermal insulation. Use of materials or adhesives when for the purpose of thermal insulation is the responsibility of the Laggers. Removal of insulation for repairs or replacement purposes is the responsibility of Laggers except when the work being performed by another classification creates the need for such removal. The permanent replacement of such insulation is the responsibility of the Laggers.

Where facilities are provided, rigging may be used in performance of Lagger's work.

An employee assigned as a Lagger may be required to perform various duties of other classifications in order to perform that incidental and related work necessary to complete a job assignment.

Machinist Classification

The scope of the work performed by Machinists covers various machining and fabrication operations. These employees operate common machine tools in addition to performing bench work involving filing, reaming, and pouring and fitting bearings.

Machinists are trained in and carry out specific types of work which are:

1. Maintain all machinery common to own area.
2. Maintain all portable mechanical tools common to the tool room.
3. Perform field machining operations.
4. Where facilities are provided, use of rigging in performance of work.

An employee assigned as a Machinist may be required to perform various duties of other classifications in order to perform that incidental and related work necessary to complete a job assignment.

Maintenance Mechanic Classification

The scope of work performed by Maintenance Mechanics covers the installation and maintenance of machinery, piping, process equipment and physical structures.

Maintenance Mechanics are trained in and carry out specific types of work which are:

1. Normal maintenance of machinery and process equipment.
2 Removal, repair, fabrication and installation of any process or service piping.

3 Maintenance and replacement of handrails other than wooden.
4. Erection and maintenance of steel building structures including structural shapes, plate, and metal flooring.
5. Field erection, replacement, and retubing of heat exchange equipment.
6. Removal, installation, alignment, and repacking of pumps. Complete installation of new pump facilities. Maintenance of pumping components of Carrier refrigeration systems, boiler feed pumps and air compressors.
7. Repair of steam traps.
8. Burning and heating.
9. Erection of safeway scaffolding.
10. Where facilities are provided, use of rigging in performance of work.

An employee assigned as a Maintenance Mechanic may be required to perform various duties of other classifications in order to perform that incidental and related work necessary to completed job assignment.

Painter Classification

The scope of work performed by Painters covers the surface preparation, cleaning and application of all types of coating materials for either protective or decorative purposes.

Painters are trained in and carry out specific types of work which are:

1. Maintenance of window glasses, when retained by putty or caulking compound.
2. Glass cutting and grinding.
3. Sign and poster work.
4. Erection and operating of staging and boatswain chair.

An employee assigned as a Painter may be required to perform various duties of other classifications in order to perform that incidental and related work necessary to complete a job assignment.

Pipefitter Classification

The scope of work performed by Pipefitters covers the fabrication, installation, maintenance, removal and repair of any process or service piping systems. Pipefitters will generally perform the work on the larger more complex piping systems.

Pipefitters are trained in and carry out specific types of work which are:

1. Fabricate and install piping systems, but particularly extensive, complex or large systems.
2. Fabrication of pipe with integral van stone laps.
3. Maintenance and installation of all cast iron bell and spigot piping.
4. Maintenance of steam traps.
5. Maintenance and installation of sanitary plumbing.
6. Where facilities are provided, use of rigging in performance of work.

An employee assigned as a Pipefitter may be required to perform various duties of other classifications in order to perform that incidental and related work necessary to complete a job assignment.

Pump Mechanic Classification

The scope of work performed by Pump Mechanics covers routine maintenance of various types of pumps used on the Plant.

Pump Mechanics are trained in and carry out specific types of work which are:

1. Inspection and adjustments to pumps in the field.
2. General overhaul of various pumps which includes part replacements and clearance adjustments.
3. Routine pump replacement, including alignment of the pump and associated components.

4. Where facilities are provided, rigging may be used in the performance of Pump Mechanic's work.

An employee assigned as a Pump Mechanic may be required to perform various duties of other classifications in order to perform that incidental and related work necessary to completed job assignment.

Rigger Classification

The scope of work performed by Riggers covers the movement of heavy equipment requiring the use of specialized equipment.

Riggers are trained in and carry out specific types of work which are:

1. Operation and use of powered hoisting devices.
2. Maintenance of load bearing cables.
3. Maintenance of guy wires.
4. Rigging of river pumps and motors.
5. Hot rivet driving in erection of structural steel.

An employee assigned as a Rigger may be required to perform various duties of other classifications in order to perform that incidental and related work necessary to complete a job assignment.

Sheet Metal Mechanic Classification

The scope of work performed by Sheet Metal Mechanics covers the installation and maintenance of various light gauge metals.

Sheet Metal Mechanics are trained in and carry out specific types of work which are:

1. Maintenance of machinery guards, ventilation duct work, gutter downspouts and flashings.
2. Spot welding in connection with fabrication.
3. Fabrication of lead equipment or lead linings.
4. Lead burning.
5. Where facilities are provided, use of rigging in performance of work.

An employee assigned as a Sheet Metal Mechanic may be required to perform various duties of other classifications in order to perform that incidental and related work necessary to complete a job assignment.

Welder Classification

The definition of this classification requires Welders to perform all welding of various types of metal.

Welders are trained in and carry out specific types of work which are:

1. Hot welding of various plastic materials.
2. Torch heating operations for bending and forming work.
3. Layout and line-up own work and grinding of work.
4. Flame cut various metals.
5. Where facilities are provided, use of rigging in performance of work.

An employee assigned as a Welder may be required to perform various duties of other classifications in order to perform that incidental and related work necessary to complete a job assignment.

Shop Mechanic

The scope of work performed by the Shop Mechanic includes the work described for Boilermaker, Blacksmith, Machinist, Pipefitter, Welder, and Sheetmetal. An employee should be qualified in any or all of the foregoing and will perform work in these skills as may be required.

Process Mechanic

The scope of work performed by the Process Mechanic includes the work described for Maintenance Mechanic, Pump Mechanic, Rigger, Garage Mechanic, and Shop Mechanic. An employee should be qualified in any or all of the foregoing and will perform work in these skills as may be required.

Process Mechanics are also qualified in some of the skills described for Building Mechanic and will perform work in these skills as may be required.

Building Mechanic

The scope of work performed by the Building Mechanic includes the work described for Painter, Carpenter and Lagger. An employee should be qualified in all of the foregoing and will perform work in these skills as required.

Control Mechanic

The scope of work performed by the Control Mechanic includes the work described for Instrument Mechanics and Electricians. An employee should be qualified in most areas of both skills and will perform work in these skills as required.

Maintenance Planner

The scope of work performed by the Maintenance Planner includes maintenance support activities such as job planning, material procurement, staging materials/special tools, scheduling, and work order/historical database management. An employee should be qualified in all of the foregoing and will perform work in these skills as may be required.

APPENDIX C
Memoranda of Understanding

Listed below are the Memoranda of Understanding between the Company and the Union in force as of the effective date of the labor agreement. Each Memorandum of Understanding shall be governed by the provisions stated in the memorandum itself.

Topic	Effective Date
Substance Abuse Program	June 13, 1997
Accomplishment Awards Program	June 13, 1997

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3 Year Calendar

January 97

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June 98

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NOTES

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DUPLICATE

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 9

In the matter of

E.I. du Pont de Nemours, Louisville Works

and

NLRB Case Nos. 9-CA-40777
9-CA-41634

Paper, Allied-Industrial, Chemical and Energy Workers International Union and its Local 5-2002

DIVISION OF JUDGES 2005 SEP 22 P 2:

SUPPLEMENTAL STIPULATION OF FACTS

Respondent, E.I. du Pont de Nemours and Company, Inc., Louisville Works ("Respondent" or "DuPont"), Counsel for the General Counsel for the National Labor Relations Board and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union ("USW"), formerly the Paper, Allied-Industrial, Chemical and Energy Workers International Union ("PACE") and its Local 5-2002 ("Local Union") (collectively " Union") hereby supplement their previously stipulated facts, and stipulate to the following undisputed facts. By submitting these stipulated facts, all parties reserve the right to object to individual facts on the grounds of relevance.

SUPPLEMENTAL STIPULATIONS

69. On or about February 27, 2002, at the parties' second bargaining session, the Union proposed that the Company provide Beneflex Medical at no cost to full service employees. A copy of the parties' bargaining minutes for that meeting is attached hereto as Exhibit 52.

70. On or about March 24, 2004, the Union submitted an economic proposal attached as Exhibit 53, which included a health care proposal. The Union's proposal retained the Beneflex

Plan, but provided the parties would meet once annually to discuss optional or additional health care plans that may be available to the employees (see Exhibit 53 and Exhibit 54, Respondent's minutes, March 24, 2004).

Respectfully submitted this 21st day of September, 2005.

For Respondent:

____
Mark L. Keenan
Alan G. Burton

For Counsel for the General Counsel for the National Labor Relations Board

____
Kevin Luken

For: United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union ("USW"), formerly the Paper, Allied-Industrial, Chemical and Energy Workers International Union ("PACE") and its Local 5-2002

____
Kathleen A. Hostetler, Esq.

Plan, but provided the parties would meet once annually to discuss optional or additional health care plans that may be available to the employees (see Exhibit 53 and Exhibit 54, Respondent's minutes, March 24, 2004).

Respectfully submitted this __ day of September, 2005.

For Respondent:

____

Mark L. Keenan
Alan L. Burton

For Counsel for the General Counsel for the National Labor Relations Board

(with permission)
Kevin Luken

Kevin Luken by k. hostetler

For: United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union ("USW"), formerly the Paper, Allied-Industrial, Chemical and Energy Workers International Union ("PACE") and its Local 5-2002

Kathleen A. Hostetler

Kathleen A. Hostetler, Esq.

DUPONT AND NEOPRENE CRAFTSMEN UNION
CONTRACT NEGOTIATIONS
MEETING #2
Wednesday, February 27, 2002

The second meeting for contract negotiations was held on Wednesday, February 27th at 1:00 PM in the Stores Conference Room.

Present for Management:		Present for Union:	
	Brenda Kelsey		Carl Goodman
	Tony Stoner		Greg Lowman
	Harriet McElvaney		Steve Clubb
			Dan Manley
			Tom Helwig

Management asked for a clarification on the spokesperson for the Union if the President were not available. It was confirmed that Greg Lowman would be spokesperson if President is unable to attend Contract meetings.

Management informed Union that if officers needed to discuss negotiation issues (either before or after meetings), they were to work through Brenda Kelsey so supervisors could be informed. Management stipulated that they were only to work on Contract issues.

Management also informed Union that there was no list of items Management wanted to discuss – only cleanup of Contract language, i.e., "Death in Family" wording.

Union asked if the present committee had the authority to negotiate a new contract. Management concurred that they had this authority.

Union stated that as a preamble to looking at the changes, the members voted unanimously to change the 1997 Contract. The Union conducted a survey to see what members wanted and the top issues were health care and pensions. Other issues from the survey would be addressed also. Union expressed a desire to come to a middle ground in the true sense of negotiations. A copy of the Union's proposed changes were passed to all present. (Union's proposals are included as an attachment to this summary.)

Proposed Changes:

Article II – Recognition

Section 5 (revised): Addresses excuse of Union stewards by Management to discuss official union matters. Also addresses the Chief Stewards and Officers to be excused from regular job assignments to deal exclusively with union matters. Union feels this promotes good will on the plant and was done prior to 1995.

Management wanted clarification if this was to be on a full-time basis for 3 of the Officers. Union concurred.

Section 10 (New): Addresses use of plant computer system for communication of union issues including grievances. Union said this is basically done at present, but want to formalize it in the Contract. The circulation of the Newsletter was intentionally left out because Management would not have ability to critique it. Notice of union meetings would come from the officers.

Section 11 (New): Addresses the issue of protecting Union rights should Company decide to sell, convey, or otherwise transfer or assign property to any successor. Union wants to insure that the Contract would be

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honored by a successor until it expires. Union cited example of HCl business that was sold to Reagent.. Without a protectionary clause, Union would not want to initiate a legal battle to protect the workers.

For clarification, Management asked if the Union utilized computer system, would DuPont Management be on the distribution list. Union stated that Old Hickory plant challenged use of computer system and the NLRB upheld the Union by stating it was a discriminatory practice against the Union. It was settled by sending the Union newsletter out through the computer without editing by Management. Management was put on the distribution list. Union feels use of the computer is a day to day operation that is necessary to conduct business..

ARTICLE IV – SENIORITY

Section 14 (revised): Addresses the issue of bargaining unit employees detailing as supervisors for 120 days. Union feels situation is the same as for a new employee. If a new employee does not qualify after 120 probationary days, Management has the right to remove from service. Union feels if a wageroll employee details for 120 days, Management has the ability to move the detailed person back to wageroll, which may push others out the gate.

Management asked if this language change was intended for Detail Supervisors? Union agreed and stated that Management ought to be able to make a determination after 120 days if a wageroll employee is qualified to be a supervisor.

ARTICLE V – WAGES

Section 1 (revised) – Union wants cost of living adjustments quarterly per Federal calculations, and a 5% increase each year on the hourly rate of each employee. Union also wants a 5% hourly wage increase upon the ratification of the contract.

Management questioned if Union wanted to discontinue the annual September 1st bargaining for wage increases and if the cost of living proposal would be a quarterly lump sum. Union agreed and justified this proposal by stating the average increase in the Louisville area is 4% annually. The other 1% is because of the increase in health care costs.

Section 3 (revised) – Union proposes a shift differential of 5% per hour for the third shift; 10% per hour for the midnight shift; and 15% per hour for 12-hour shift employees. Union maintained that the local pay determination of the shift differential of the community was at the 5-15% rate. Local companies cited were Ford Motor Co. and Bell South.

Section 10 (revised) – Union proposes to add step-parent, stepson, and step daughter to the existing Contract language.

ARTICLE VII – HOLIDAY PAY

Section 1 (revised): Union proposes adding a 12th "Floating Holiday" to be taken at the employee's discretion after a 5-day notice to supervision. The Company would canvass employees once a year by seniority. If an employee could not get the day they desired as first choice, they would have the option of scheduling another holiday (with 5-day notice) or being paid. Union stated DDE has done this for several years with no issues.

Management clarified that DDE allows one of the existing holidays as a "floater".

ARTICLE VIII – HOSPITAL AND MEDICAL-SURGICAL COVERAGE

Section 1 (revised): Union proposes that the Company provide the DuPont Beneflex Medical Care Plan at no cost to full service employees and retirees.

ARTICLE IX – INDUSTRIAL RELATIONS PLANS AND PRACTICES

Section 1 (revise) – Full service employees to receive full retirement benefits after 27 years of service, regardless of age. Surviving spouse pension not to be reduced at the time of the retiree's death and retiree and surviving spouses receive cost of living increases yearly.

Savings and Investment Plan (revised) – Union proposes Company to match $1.00 for $1.00 of employee's contributions up to 6%.

Union stated that there is $5.3 billion surplus in the Pension Fund. Money was taken out for healthcare for retirees, but nothing taken out to live on. Retirees have had only two adjustments since 1985. Upon a retiree's death, the surviving spouse gets 40% of the 1985 pension. Union feels a person is penalized who started working in their early 20's to have to accumulate so many years of service to get a full pension.

Management stated that the amount of service years factors into the amount of pension an employee receives. The more years you work, the larger your pension. Management asked if the union proposes the retirement calculation should remain the same. Presently there are 3 calculations. Whichever yields the higher amount is the basis for an employee's pension.

Management wanted clarification if the Union was proposing limiting the investment amount to 6%. Union stated "No", but pointed out that the $1.00 for $1.00 match in the SIP is done by both DDE and Conoco.

ARTICLE XI – DISCIPLINE AND DISCHARGE

Section 5 (revised): Union proposes removing Corrective Review or Probationary Review from an employee's file after one (1) year versus 2 years. Union feels one year gives an employee ample time to correct detrimental notation.

ARTICLE XIII – MISCELLANEOUS PROVISIONS

Section 11 (new): Union proposes giving each full service employee a $50 gift certificate each month the site goes injury-free. The employee's choice of a gift certificate would be picked at the beginning of the year.

Management asked for clarification if this involved all types of injuries or just recordable injuries. Union stated the proposal is for DuPont personnel only and covers on-job injuries only. It does not apply to contractors or sub-contractors.

Section 12 (new): Union proposes that before work is subcontracted , a bona-fide effort be made by the Company to keep the work in the bargaining unit. The Company will also make every effort to displace subcontractors by utilizing bargaining unit employees before any lay-off due to a lack of work.

Union stated that Company has stated this before, but want to have it in print. Union feels employees have more loyalty to the Company than subcontractors, but oftentimes work has already been subcontracted out before Union has a chance to arbitrate. Previously, the use of a form, strongly encouraged by a former HR

Manager and a former Union official, insured that before work was subcontracted out, a bona-fide effort was made by Management to use wageroll employees. Union stated it was not suggesting taking away Management's right to subcontract work, only that a system be used to insure this is done.

Management stated they had never seen this form and suggesting tabling until another time.

ARTICLE XV – LIFE OF AGREEMENT

Section 1 (revise): Union proposes to change to a three-year Contract expiring in 2005 with all other provisions intact.

ADDITIONAL NOTES

Union proposes updating the Contract index, wage sheets, and 3-year calendar. Also wants to add pages for frequently used telephone numbers and a page for fire alarms.

Union stated there was nothing in their proposals that were "earth-shattering", just things that the people wanted. Union asked Management if they could not agree to the proposals to give them a reason.

Management expressed the need for time to look over Union's proposals and suggested the next meeting be Tuesday, March 12th at 1:00 PM. Union said a PACE meeting was being held on same date. Management asked if we could tentatively set meeting for 9:00 AM. Management asked Union to provide clarification if other members of the Management team had questions.

Union stated that requests regarding pensions would be sent with a copy to the other members of the Management Team. Also noted that President of Union Committee would have a change of Supervisors beginning March 1st.

Meeting adjourned at 3:25 PM.

Microsoft Word
Document

Submitted 3-24-04

UNION'S PROPOSAL
ON
ECONOMIC SUBJECTS
MARCH 24, 2004

ARTICLE V
The Employer agrees to a wage increase of 3% each subsequent year beginning ________, 2004, and continuing each anniversary year of the contract. During this time, if the annual local pay survey indicates a wage increase greater than 3% is appropriate, it will be offered.
Section 3
A shift differential of 5% per hour will be paid employees for all work performed on the regularly scheduled afternoon shift (third shift). A shift differential of 10% per hour will be paid employees for all work performed on the regularly scheduled midnight shift (first shift). Twelve-hour shift employees will be paid 15% for all hours worked. Other than twelve-hour shift employees shift differential shall not apply to work performed on straight day jobs or on the regularly scheduled day shift (second shift). An employee held over from ones shift to another shall receive the shift differential, if any, applicable to the later shift only after completing her/his regularly scheduled shift.
Section 10
Add: "step-parent, step-son, and step-daughter"

Article VII – Holiday Pay
Section 1
* A choice of one of the following holidays will be provided annually to each employee: Washington 's Birthday, Martin Luther King's Birthday [ADD]: **or a day off with pay selected by the employee.**

Article VIII
Hospital and Medical-Surgical Coverage
Section 1
(Remains the same)
Add New Provision: The Company and Union will meet once annually to discuss optional or additional health care plans that may be available to the employees. These plans will only be added to employees' health care options by mutual agreement.

Article Industrial Relations Plans and Practices
Add: Any employee with 25 or more years of service will receive a full unreduced pension in the event of a plant closure at DuPont's Louisville works site.

Article XIII
Miscellaneous
Section 13: (Add) The Company shall provide a $100.00 voucher when employees meet the safety and production metrics agreed to by the parties. The voucher shall be provided monthly.

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CONTRACT NEGOTIATIONS MEETING SUMMARY

DUPONT AND PACE LOCAL 5-2002

Wednesday, March 24, 2004

MEETING #56

Present for Management: John O. Pollard, Attorney
Anthony Stoner
Erric Beasley
Harriet McElvaney

Present for Union: Jim Briggs, Intl. PACE Representative
~~Kathleen Hostetler, PACE Attorney~~
Carl Goodman
Steve Clubb
Dan Manley
Dennis Beck

The 56th meeting on contract negotiations was held on Wednesday, March 24, 2004, in the Engineering Lab Building Conference Room and opened at 8:45 AM.

Mr. Briggs stated that in reviewing the notes, the Company was going to get back to the Union on some items and asked if they were finished. Mr. Pollard asked if the Union was referring to the information request from the last meeting? Ms. Hostetler stated there were some outstanding questions from the last meeting. Mr. Briggs stated one example was that the Union needed the Company's final position on the issue of supervisors coming back into the bargaining unit.

Mr. Pollard stated that as of now, the Company's position is the same as in the proposal it has already given to the Union. In regard to Section 15, the Company doesn't have a problem conceptually with the notion that Article IV does provide some limitation on Article XV. That is, Article XV says, "except as expressly limited by this agreement . . . . ", so Article IV would provide some limitation. There is not a problem conceptually with making mention in Article IV itself, but the language the Company would use to do that would depend upon what is ultimately agreed upon as the entire language of Article IV. Similarly, the Company has no problem with acknowledging that the provisions of Article IV, just like all other provisions in the agreement, unless specifically stated otherwise, are subject to the grievance and arbitration provision. Again, before language can be worked out to state the concept, we need to see what the language in Article IV says in its entirety. Until the Company sees the end result of the language, it can not give a counter proposal to the Union with this language. The Company just says it isn't conceptually opposed to the thought.

Ms. Hostetler stated that clarification was needed. Mr. Pollard stated that the Company had no problem with acknowledging the provisions of Article IV, like all other provisions, are subject to the grievance and arbitration provisions unless specifically stated otherwise.

EXHIBIT 54

Mr. Pollard gave an example of Section 7 of Article IV that specifically excludes probationary employees from the grievance and arbitration procedure. He stated that was an example of something stated in the contract as not being subject to the grievance and arbitration procedure. But, if you look at Article X, which is adjustment of grievances, it specifically spells out a process to be used in adjustment of grievances. If the Union wanted to acknowledge in Article IV that this, too, except as limited herein, shall be subject to the grievance procedure, the Company does not have a problem with it. However, the language the Company would want to use to state that concept would depend upon what Article IV says in its entirety. The same thing is true of a statement that the concept of Article IV operates as some limitation upon the rights enumerated in Article XV. But again, the precise language used to state that concept would depend on the entire language in Article IV.

Ms. Hostetler stated that the parties seemed to be engaged in a standoff because the Union wants to see what the Company will agree to on both the arbitration provision and the wage proposal before it can decide what to give on flexibility. The Company wants to see what the Union will give on flexibility before it will agree on the arbitration provision and the wage proposal. The Union would like to see a proposal that would memorialize the Company's concept for arbitration before it decides what it can live with.

Mr. Pollard stated that the proposal was given on January 21, 2004. Ms. Hostetler asked if that was the Company's counter to Section 15 and Mr. Pollard stated, "No." Ms. Hostetler then asked for clarification if the Company was saying it conceptually agrees with Section 15, but has problems with the language. The Union would like to see what language the Company would propose.

Mr. Pollard stated that he had a suggestion to work out everything in Article IV except Section 15. Once the Company sees what has been agreed to in the rest of Article IV, then it can propose language that hopefully, will meet the Union desires. Mr. Pollard stated that as he understands it, there are two concerns on the part of the Union: 1) Article IV operates as a limitation on Article 15; and 2) Make it plain that the provisions of Article IV are subject to the provisions of the grievance and arbitration procedure. Mr. Pollard stated that the Company is not opposed conceptually, but it will depend on what the Company gets in Articles I through XIV. If something operates as a qualifier, then it will be stated differently. Until agreement is reached on Articles I through XIV, the Company can't propose language for Section 15.

Ms. Hostetler stated that the Union can't reach an agreement on Article IV until the Company tells the Union what it will agree to in Section 15.

Mr. Pollard stated that he guessed the parties were in a standoff because flexibility primarily comes in Articles IV and XV. In Article XII, itself, we have a difference of opinion how the cost of arbitration should be borne, and there may be one or two others. There is a difference of opinion on Articles XVI and XVII, so he was trying to make it as clear as he knew how that until the Company sees what rights it has under Article IV, it can't give language for Section 15 which will provide for some limitations on the rights that the Company has under Articles IV and XV. But, at the same time, the Company wants to reassure the Union that it is not opposed to their notion of including language in Section 15 that accomplishes what it wants regarding grievances and arbitration..

Ms. Hostetler stated she wanted to make it clear that the Union will not agree to separate the bargaining on the wages and any flexibility issue the Company has. The Union wants to negotiate them together. There will be no agreement to separate them apart from each other. The Union wants bargaining opportunities to leverage one against the other. Any separation on that will be considered a violation of bargaining law.

Mr. Pollard stated that the Union proposed, and the Company agreed, to resolve all non-economic matters before economic matters. Ms. Hostetler stated, "No – that was an initial proposal". When the Company came to the table in February, 2002, it said there were to be no changes except housekeeping issues. Since that time, a Seniority Proposal was put on the table that guts seniority and a Management Rights Proposal was put on the table that has never been in the contract before. The Company changed its position. The Union has said consistently since August 27 and December 17, 2003 that it wanted to negotiate wages and all issues together. Mr. Pollard stated the Union can't just unilaterally change an agreement without the agreement of the other side. The Company is still operating under the proposal made by the Union earlier.

Ms. Hostetler stated that on August 27th and December 17th, 2003, the Union presented a complete contract proposal. Mr. Pollard asked if the proposals were different from the proposal made in August, 2002. Ms. Hostetler answered that they were and at the time, the Company said the contract was not terminated, it was extended. The proposal was to honor the status quo wage proposal. Ms. Hostetler stated that from August, 2002, the Union has insisted they be bargained together. The Union wants the right to negotiate economics and all other proposals hand in hand.

Mr. Pollard stated the Union has never been told that the contract was extended. The Union gave notice to open the contract and there was no agreement to extend the contract. Ms. Hostetler asked if it was the Company's position that they don't have anything to give the Union on the Seniority proposal in writing. Mr. Pollard replied, "No, you have our entire non-economic proposal."

Mr. Briggs stated he has heard two things discussed and asked if the Company's position on supervisors going back into the bargaining unit had changed. Mr. Pollard stated the Company's position had not changed.

Ms. Hostetler stated that in the minutes of August 28, 2002, the Company stated that the employer reserves the right to go to an evergreen contract. In August, 2003, the exact same proposal was made. Mr. Pollard asked if the Union understood the difference between "reserves the right" and "agreement". Ms. Hostetler stated that is why Mr. Pollard needs belts and suspenders. When you can't trust what you have on, you need belts and suspenders.

The Union called for a caucus at 9:05 AM.
Meeting reconvened at 3:00 PM.

(Mr. Beck was not present when the meeting reconvened)

Mr. Briggs stated that based on conversations this morning the Union is prepared to offer a proposal to cover both non-economic issues and economic issues to move the process forward. Mr. Briggs stated he was reiterating the need to get the information on bargaining unit employees back to 1996 asked for on February 23rd and also the items asked for on the current investigation that is taking place. The Union distributed copies of the proposal and made note of the following:

- Seniority proposal with the Union's changes and also a proposal on Article XVII (Life of Agreement)
- Article XV (Management Rights)
- Article XVI (No strike, No lockout)

Mr. Briggs distributed the proposal on non-economic items and stated the proposal covers non-economic issues that exist and issues that were raised this morning.

Mr. Pollard stated the Company will have to take at look at the documents, but stated there seems to be a threshold issue and a basic disagreement whether an agreement is in place to resolve non-economic issues before economic issues. This proposal was made by the Union early in negotiations and the Company had agreed. Mr. Pollard stated that at this point the Company is not certain whether it wants to continue to adhere to that agreement, although we're hearing today that even if we do have such an agreement, the Company is being asked to consider something else and that is to bargain all economic and non-economic issues together. The Company will have to consider 1) whether it wants to forego the previous agreement; and 2) if we decide to do that, then if it would be appropriate to consider the proposals together and have a counter proposal to give. If the Company doesn't want to forego the previous agreement and stay with what we contend is an agreement to resolve non-economic issues before economic issues, the Company will give its position on the counters it received today.

Mr. Pollard asked if the documents given by the Union today to the Company represent the Union's total non-economic proposal as he was a little confused. Mr. Pollard stated that when he earlier went through the Company's non-economic proposal, he pointed out the "No Strike" Clause, Life of Agreement, and Management Rights Proposal simply as examples of other language the parties had not agreed to. The Company did not intend that to be an all-inclusive recitation of all the items on which we were apart. There are others in addition to Article IV and those just named.

Mr. Pollard stated the question is what do we do about the others? On the four just talked about, the Union has given counter proposals, but there were others as amended on January 21st with the Seniority Proposal that was made January 27th. Mr. Pollard stated that as he understood it, the Union, today, is proposing that we consider all non-economic matters and all economic matters together, which we contend is a departure from the agreement in place. The question is, if we were willing to do that, what do we do about a complete non-economic proposal from the Union.

Ms. Hostetler asked Mr. Pollard if he had a list of all language on which the parties were still apart. Mr. Pollard stated that the Company went through the non-economic proposals and presented to the Union a proposal where everything in green was new language that the Union had not seen before. Everything in black was data that came out of the expired contract about which there was no dispute. In red was language the parties had discussed and come to an agreement on. So, the easiest way to do it is to go back through the proposal as modified by the proposals made on January 27th and then look at everything that is either in blue or green that is other than what you have presented today. That would show the non-economic language that the parties are not in agreement on. (Items in blue had been presented before, but not agreed to.)

Ms. Hostetler stated she knew there was a disagreement, but that was not the way it was characterized. The Union did not present a new proposal regarding a method of bargaining. The Union withdrew its position in August, 2003, when a new proposal was put on the table. So the Union always, from that time until now, has wanted to bargain non-economic issues and economic issues together. Without the Union's agreement, the Company cannot do what it wants to do.

Mr. Pollard stated that the Company's position is that we have an agreement to resolve non-economic issues before economic issues and the Union cannot unilaterally withdraw from that position.

Mr. Pollard asked about the schedule for the April meetings. Mr. Briggs and Mr. Stoner confirmed the parties are scheduled to meet on April 14th from 8:30 – 4:30 and on April 15th from 8:30 – 3:00. Mr. Pollard stated we were originally scheduled to meet until 3:00 tomorrow and the Union changed the time to11:30 AM. Mr. Pollard asked if the times could be firm as plane reservations have to be made two weeks in advance. Plane reservations are becoming extremely hard to change.

Mr. Pollard asked with the time left today, if the Union could give the Company a complete non-economic proposal tomorrow morning. That would give the Company time to discuss and decide what to do and consider the Union's proposals by the next meeting date.

The Union called for a 10-minute caucus at 3:17 PM.
The meeting reconvened at 4:10 PM.

Mr. Briggs stated that the Union is giving the Company a disk with the Union's responses to the Company's economic proposal of January 27th. Ms. Hostetler stated they took the proposal that was given to the Union and if the proposal by the Company is agreed to, there will be an "ok" beside it. If not agreed to, it will be indicated by "no". If there is a "no", the Union has a counter proposal.

Mr. Manley wanted to be sure that the Company understood that the Union was not trying to change Appendix A. The parties have already agreed to put in three groups: Process, Planner, and Control. Mechanical Integrity Specialist (MIS) is missing. The scope of the work for each group is still there, the job titles just need to be realigned.

Mr. Manley asked to be excused for one minute to speak to Mr. Goodman.

Upon return, Mr. Manley stated he wanted to be clear that under the current Seniority Proposal, three groups are missing: Railroader, Fireman, and Stores Attendant. Under the current proposal, the Union is asking they be put under the Maintenance Division — along with MIS. The Union is not trying to change anything. If it gets to a point where a job description is needed, Mr. Manley has it.

Mr. Goodman stated that he and Mr. Stoner had an agreement about the April meeting dates, but DDE will no longer pay him for bargaining on this side of the plant. He has filed a grievance, but it will alter his ability to be present in the bargaining sessions. Mr. Goodman stated that the meetings may have to begin at 5:00 PM when he gets off from work. As for the April meetings, they will stand as scheduled, but will need to see what that does to the Union side of the table. Mr. Pollard stated (to be clear) that April 14th and 15th are firm.

Mr. Briggs stated that the parties were scheduled to meet tomorrow from 8:30 – 11:30 and asked if the Company would be prepared. Mr. Pollard stated the Company will be prepared to meet, but not to respond. Mr. Briggs then asked if it was productive for him to come and sit while the Company is working? Mr. Pollard stated the Company would not have a complete proposal by tomorrow. Mr. Goodman asked if the Company was going to respond in April. Mr. Pollard stated that the Company will first decide if they are willing to abrogate the agreement in place. If yes, then the Company will respond. If no, the Company will respond to the non-economic proposal.

Mr. Briggs stated the Union didn't want to get into a dispute, but feels the statement made around non-economic and economic issues was just a general conversation in bargaining. Ms. Hostetler stated that nothing was signed and the Union reserves the right not to piecemeal bargain. When that statement was made, it was just a basic statement. The Union's position is that no doubt we were dealing with a totally different landscape. The landscape was general housekeeping issues. The landscape changed when other issues were put on the table. The Union doesn't want to argue, but believes it has a right to say it wants to change.

Mr. Pollard stated the Union proposed to resolve non-economic issues first and the Company agreed. Ms. Hostetler stated that she had case law that proved the Union could change and do what it did. Mr. Pollard stated the parties will have to disagree on that. In any case, the Company will have to decide if there's an advantage to abrogate the agreement.

Mr. Goodman stated the Company could take whatever issue it wanted to. If there was a true spirit of cooperation, the Company would do the right thing and get it done. It's hard to look at piecemeal stuff. One must look at the package as a whole. Mr. Goodman stated that when Mr. Pollard came, he wanted the world. Mr. Pollard has a financial reason to drag this contract out. Mr. Stoner, as a Company spokesman, has a right to say what can be agreed upon. Mr. Goodman asked Mr. Stoner and Mr. Beasley to look at what was being done to the people and their families. The Union has come a long way in these negotiations and made a reasonable offer. It will be the Company's call at the next meeting.

Mr. Stoner stated that Mr. Pollard has no reason or authority to hold up these negotiations. Mr. Pollard asked Mr. Goodman how he was holding up negotiations. Mr. Goodman stated that he was advising his client what to take and what not to take. Mr. Pollard stated he had no control over what the client takes. The client tells him what to do. Mr. Briggs stated the Union is not asking anybody to bend over. The Union thinks something fair has been put on the table and the Company has been asked to respond. Mr. Pollard stated that the Company will look at it and if it doesn't think it can live with it, will let the Union know.

Mr. Beasley stated he had only been at Louisville for a short time and he found some nice people here. But he knows that in order to compete in the global marketplace, flexibility is needed. Wageroll people have asked him what the Company can do about the contract. Nobody wants to see families suffer. It is what it is.

Mr. Goodman stated that Management is getting their raises and Management is holding the cards for the wageroll people. Mr. Stoner stated Mr. Goodman was getting his raises, too. Mr. Goodman responded that the Company could take him out of the equation. Mr. Goodman stated that he is still President of the Union and has to answer to the people. Mr. Goodman stated that the Company has the final say. At first it only wanted housekeeping items. The Union and the Company have managed to get along with each other for 50 years. The Company has to decide when enough is enough.

Mr. Manley stated that after the April 15th meeting, he would like to tell the Union membership some good news.

Ms. Hostetler asked if the Company had any questions about the proposal on the disk, that she be contacted.

The meeting adjourned at 4:29 PM.

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"Letter to Hostetler 3-24-04.pdf"

"Letter from Hostetler - 3-26-04.p

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 9

In the matter of

E.I. du Pont de Nemours, Louisville Works

and

NLRB Case No. 9-CA-40777
9-CA-40919
9-CA-41634

Paper, Allied-Industrial, Chemical and Energy
Workers International Union and its Local 5-2002

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing **Supplemental Stipulation of Facts** was this date served upon the parties of record by placing a copy of the same addressed as follows:

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This 21st day of September, 2005.

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